

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

Qpm
4/16/02

RICKEY A. BECHTEL,

Plaintiff,

v.

DANIEL A. VIRTUE, Business Agent of the
International Brotherhood of Teamsters;
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS; LOCAL 776,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS; ABF FREIGHT SYSTEM,
INCORPORATED,

Defendants.

Case No. 3:01-CV-789
Judge Sylvia H. Rambo

FILED
HARRISBURG

APR 15 2002

MARY E. D'ANDREA, CLERK
Per RB
DEPUTY CLERK

**EXHIBITS IN SUPPORT OF DEFENDANT ABF FREIGHT
SYSTEM, INC.'S MOTION FOR SUMMARY JUDGMENT**

Respectfully submitted,

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Dated: April 15, 2002

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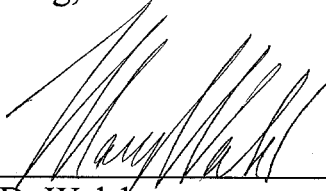
CERTIFICATE OF SERVICE

I hereby certify that on this 15th day of April 2002, a copy of Defendant ABF Freight System, Inc.'s Exhibits in Support of Motion for Summary Judgment was served via overnight delivery on the following:

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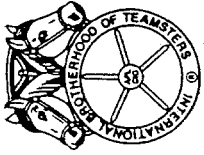
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EXHIBIT 1



NATIONAL MASTER FREIGHT AGREEMENT

**Covering
OVER-THE-ROAD
and
LOCAL CARTAGE
EMPLOYEES OF PRIVATE,
COMMON, CONTRACT AND
LOCAL CARTAGE CARRIERS**

**For the Period of
APRIL 1, 1994
through
MARCH 31, 1998**

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Article 4

Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances with his/her Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement;

(b) The collection of dues when authorized by appropriate Local Union action;

(c) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such message and information;

(1) have been reduced to writing; or,

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

When requested by the Union or the employee, there shall be a steward and present whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. If a steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the steward or designated bargaining unit member is present. An employee who does not want a Union steward or available bargaining unit member present at any meeting or interview where the employee has a right to Union representation must waive Union representation in writing. If the Union requests a copy of the waiver, the Employer shall promptly furnish it.

Job stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Local Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job steward or his/her designated alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

The job steward, or his/her designated alternate, shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his/her regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and the Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the job steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "job steward."

The job steward, or his/her designated alternate, shall be permitted reasonable time off without pay to attend Union meetings called by the Local Union. The Employer shall be given twenty-four (24) hours' prior notice by the Local Union.

ARTICLE 5.

Section 1. Seniority Rights

(a) The application of seniority which has been accrued herein shall be established in the Supplemental Agreements.

(b) Seniority shall be broken only by discharge, voluntary quit, retirement, or more than a five (5)- year layoff.

(c) This Section shall apply to all Supplemental Agreements.

Section 2. Mergers of Companies-General

(a) In the event the Employer is a party to a merger of lines, seniority of the employees who are affected thereby shall be determined by mutual agreement between the Employer and the Local Unions involved.

In the application of this Section, it is immaterial whether the transaction is called a merger, purchase, acquisition, sale, etc. Further, it is also immaterial whether the transaction involves merely the purchase of stock of one (1) corporation by another, with two (2) separate corporations continuing in existence.

(b) If such merger of companies results in the combination of terminals or over-the-road operations, a change of operation shall be submitted to the Co-Chairmen of the National Grievance Committee for assignment to an appropriate Change of Operations Committee established pursuant to Article 8, Section 6. The Change of Operations Committee shall retain jurisdiction for one (1) year after the effective date of the Committee decision and shall have the authority to amend its decision in the event of a substantial change in the amount of work to be performed at the terminals or over-the-road operations which were combined.

Combining of Terminals or Operations as a Result of Merger of Companies

(c) In the application of this Section, when terminals or operations of two (2) or more companies are combined, as referred to above, the following general rules shall be applied by the Employer and the Local Unions, which general rules are subject to modification pursuant to the provisions of Section 4 of this Article:

Active Seniority List

(1) The active employee seniority rosters (excluding those employees on letter of layoff) shall be "dovetailed" by appropriate classification (i.e., road or city) in the order of each employee's full continuous classification (road or city) seniority date that the employee is currently exercising. (The term "continuous classification seniority" as used herein is defined as that seniority which the employee is currently exercising and has not been broken in the manner provided in Section 1 of this Article or by voluntary changes in domicile not directed, approved or ordered by a Change of Operations Committee.) The active "dovetailed" seniority roster shall be utilized first and until exhausted to provide employment at such combined terminal or operational location.

Layoff Seniority List

(2) In addition, the inactive seniority rosters (employees who are on letter of layoff) shall be similarly "dovetailed" by appropriate classification. If additional employees are required after the active list is exhausted, they shall be recalled from such inactive

Article 5, Section 2

seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes. Seniority rosters previously combining job classifications shall be continued unless otherwise agreed.

Temporary Authority

(d) Where only temporary authority is granted in connection with any of the transactions described above, then separate seniority lists shall continue only when terminals or operations are not merged, unless otherwise agreed. The Employer which is to survive will assume the obligations of both collective bargaining agreements during the period of the temporary authority.

In the event of temporary merger of operations which are contingent upon approval by regulatory agencies or on other stated conditions, the seniority of the involved employees shall continue to accrue with their original Employer during the period of temporary merger, so that if there is no final consummation of the merger, the seniority of such employees shall be continued with their respective employers. However, if, on the failure of final consummation and dissolution of the merger, one of the parties to the proposed merger discontinues the operations which were subject to such merger, the employees of such Employer shall be granted seniority rights for all purposes with the other Employer only for the period of time they were employed in such temporary merged operations.

Purchase of Rights

(e) If a merger, purchase, acquisition, sale, etc., constitutes merely the acquisition of permits or rights, without the purchase or acquisition of equipment or terminals, and/or without the consolidation of terminals or operations, or in the event of the purchase of rights during bankruptcy proceedings, the following shall apply:

Where the purchasing company has a terminal operation at the domicile of the employees of the seller, the employees of the selling company shall be placed on a master seniority list, and the purchasing company or companies shall hire, after recall of the purchasing company's employees from layoff, such employees as needed

Article 5, Section 2

for regular employment within the first twelve (12)-calendar months after purchase or acquisition of permits and/or rights, and they shall be dovetailed with full seniority. If an employee refuses a bona fide offer of regular work opportunity with any of the purchasing companies, his/her name shall be removed from the list. No employee hired under this provision shall be required to serve a probationary period. After the expiration of the aforementioned twelve (12)-calendar month period, the purchaser shall have no further obligation to the employees of the seller.

However, if the purchasing or acquiring company does not have and/or continue a terminal or operation at the domicile of the employees of the seller, resulting in their layoff, such Employer shall place the laid-off employees on a master seniority list and such Employer shall, if and when additional regular employees are required, within a twelve (12)-calendar month period after purchase or acquisition, and providing its employees on layoff have been recalled, offer employment to such laid-off employees at the terminal locations or operations to which the work has been transferred. Any such laid-off employees accepting transfer shall be dovetailed in accordance with their terminal seniority for work purposes, including layoff, and holding company seniority for all fringes. If an employee refuses a bona fide offer of regular work opportunity with any of the purchasing companies, his/her name shall be removed from the list. No employee hired under this provision shall be required to serve a probationary period. After the expiration date of the aforementioned twelve (12)-calendar month period, the purchaser shall have no further obligation to the employees of the seller. The transferring employee shall be responsible for lodging and moving expenses.

Exclusive Cartage Operations

(f) If in connection with the transactions described in these rules the successor Employer determines to discontinue the use of a local cartage company, the employees of that local cartage company who have worked exclusively on the pickup and delivery service which is retained by the successor Employer shall be given the opportunity to continue to perform such service as an employee of such successor Employer, and shall have their seniority "dovetailed" as described in the above rules.

Article 5, Section 2

Committee Authority

(g) Area and/or State Committees created pursuant to Local Supplements which have previously established rules of seniority, not contrary to the provisions of such Supplements, and approved by the Joint Area Committee, may continue to apply such rules if such rules are reduced to writing.

Section 3. Intent of Parties

(a) The parties acknowledge that the above rules are intended solely as general standards and further that many factual situations will be presented which necessitate different application, modification or amendment. Accordingly, the parties acknowledge that questions of the application of seniority rights may arise which require different treatment and it is anticipated and understood that the Employers and Unions jointly involved and/or the respective grievance committees may mutually agree to such disposition of questions of seniority which in their judgment is appropriate under the circumstances.

(b) In all instances, the disposition of questions involving the application of seniority rights made by the parties pursuant to this Section may be presented to the appropriate grievance committees provided herein whose decisions shall be final and binding.

Section 4. Equipment Purchases

(a) The Employer shall not require as a condition of continued employment, that an employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment, or that any employees purchase or assume any proprietary interest or other obligation in the business, except as referred to in Article 6, Section 2. The requirements of this provision shall be maintained during the renegotiation of this Agreement unless either party has terminated the Agreement in the manner provided.

Highest Rates Prevail

(b) If the minimum wage, hours and working conditions in the Company absorbed differ from those minimums set forth in this

Article 5, Section 4

Agreement and Supplements thereto, the higher of the two shall remain in effect for the employees so absorbed.

Cutting Seniority Board

(c) The Union reserves the right to cut the road seniority board when the average weekly earnings fall to seven hundred dollars (\$700.00) or less. This is not to be construed as imposing a limitation on earnings. After the Union notifies the Employer to cut the board and in the event that Employer refuses, the Union shall immediately submit the matter to the grievance procedure. In determining whether average weekly earnings will fall to seven hundred dollars (\$700.00) or less, only the earnings of the lower twenty-five percent (25%) of the drivers on the seniority board, counting from the bottom up, shall be considered. The average shall be calculated for the thirty (30)-day period preceding the Union's original request. After such calculation is made, the average earnings of the drivers for the top seventy-five percent (75%) of the seniority board must also average more than seven hundred dollars (\$700.00) per week, or layoff shall be made in accordance with seniority. The above provisions shall also apply to extra board for sleeper drivers exclusively.

Posting Seniority List

(d) The Employer shall give the Local Union a seniority list at least every six (6) months. The Employer shall also post a seniority list at least once every six (6) months and shall maintain a current seniority roster at the terminal. Protest of any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted to the grievance procedure.

Section 5. Work Opportunity

Over-the-road employees, who are on letter of layoff, shall be given an opportunity to transfer to permanent over-the-road employment (prior to the employment of new hires) occurring at other over-the-road domiciles of the Employer located within the Conference area provided they notify the Employer in writing of their interest in a

Article 5, Section 5

transfer opportunity. The offer of transfer will be made in the order of continuous over-the-road seniority of the laid-off drivers domiciled within the Conference area. The Employer shall be required to make additional offers of transfer to an employee who has previously rejected a transfer opportunity provided the employee again notifies the Employer in writing of his/her continued interest in additional transfer opportunities. However, the Employer will only be required to make one transfer offer in any six (6) calendar month period. Any employee accepting such offer shall be employed as a "new hire" and shall be placed at the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only. A transferring employee shall pay his/her own moving expenses and shall, upon reporting to such new domicile, be deemed to have relinquished his/her right to return with seniority to the domicile from which he/she transferred.

Section 6. Dock Operations

The Rule of Forty (40) and Out shall apply to PURE DOCK WORK ONLY for the life of the contract and shall operate as follows:

- (a) The employer's obligation to each full-time regular employee ("regular employee") is to satisfy the daily and/or weekly guarantee as set forth in a bid under the applicable Supplemental Agreement. It is understood that a weekly guarantee under a supplement may call for four (4) or five (5) punches depending upon whether the daily guarantee is eight (8) or ten (10) hours.
- (b) A regular employee who is assigned to or elects work on the dock for forty (40) straight-time hours during a work week, other than through a bid, is also subject to the Rule of Forty (40) and Out.
- (c) No casual may work on the dock unless each regular employee who was on the seniority list as of March 31, 1994, and unless each regular employee added to the seniority list thereafter, has been offered an opportunity to work that day at the straight time rate of pay.
- (d) The Employer is not obligated to offer any overtime work on the dock to any regular employee whose daily guarantee has been satisfied. If the Employer does offer daily overtime to regular employees, overtime must be offered in seniority order in accordance with the applicable Supplement.

Article 5, Section 6

(e) Overtime offered to a regular employee after the guaranteed day shall not count toward the weekly guarantee. Example: An employee has a five (5) day regular workweek. At the close of the fourth (4th) day, the employee has thirty-two (32) hours of regular time and four (4) hours of overtime. The employee is guaranteed his/her fifth (5th) regular punch and at least forty-four (44) hours for the week. Example: An employee has a four (4) day regular workweek. At the close of the third (3rd) day, the employee has thirty (30) hours of regular time and ten (10) hours of overtime. The employee is guaranteed his/her fourth (4th) regular punch and at least fifty (50) hours for the week.

(f) The Employer is not obligated to offer a premium day punch for pure dock work to any regular employee after the weekly guarantee has been satisfied. The Employer's obligation, if any, to provide premium day work other than pure dock work is governed by the applicable Supplement. Example: An employee has a five (5) day regular workweek. At the close of the fifth (5th) day, the employee has earned the weekly guarantee. The Employer is not obligated to offer the employee a sixth (6th) or seventh (7th) day premium punch for pure dock work.

(g) If all regular employees on the seniority list have worked at least forty (40) hours in a given work week, and if the Employer offers premium day work on the dock to regular employees, premium day work shall be offered on the basis of seniority as defined in the applicable Supplement.

(h) A regular employee who has broken his/her daily or weekly guarantee shall not be entitled to claim any work occurring outside of the employee's regularly scheduled work week, except as may be provided by the applicable Supplement.

ARTICLE 6

Section 1. Maintenance of Standards

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest stan-

Article 6, Section 1

dards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

Local Standards

(a) The Local Unions and the Employer shall, within one hundred eighty (180) days following ratification of this Agreement, identify and reduce to writing, and submit to the appropriate Conference Joint Area Committee, those local standards and conditions practiced under this Article. Those local standards and conditions previously practiced hereunder which are not so submitted shall be deemed to have expired.

The appropriate Conference Joint Area Committee shall, not later than ninety (90) days following ratification, adopt a procedure to consider the disposition of the local standards and conditions submitted including the right to appoint a subcommittee to make recommendations. The Conference Joint Area Committee shall provide to the parties the opportunity to present their views. The Conference Joint Area Committee shall have the sole discretion to determine the disposition of the submitted local standards and conditions which determination shall be final and binding. However, if deadlocked, the matter shall be referred to the National Grievance Committee for decision which shall be final and binding.

Individual Employer Standards

(b) Individual Employers may during the life of this Agreement file with the appropriate Conference Joint Area Committee and request review of those individual standards and conditions claimed or practiced under this Article which exceed the provisions of this Agreement and Supplemental Agreements.

The Conference Joint Area Committee shall develop a procedure to review the filing including the right to appoint a subcommittee to make recommendations. The Committee shall make every effort to adjust the matter. If the Committee reaches agreement concerning the disposition of the individual standards or conditions, the decision of the Committee shall be final and binding. However, if deadlocked, the matter shall be referred to the National Grievance Committee for decision which shall be final and binding.

Article 1, Section 2

thirty (30) days after the date the Local Union receives the grievance.

10. A copy of the grievance committee Rules of Procedure, including the Grievant's Bill of Rights, must be provided, upon request, to the grievant prior to the commencement of the grievance hearing.

Section 3.

All Local, State and Area Grievance Committees established under Supplemental Agreements shall revise their Rules of Procedure to include the "Grievant's Bill of Rights" set forth in Section 2 above and shall submit their revised Rules of Procedure to the National Grievance Committee for approval no more than ninety (90) days after the effective date of this Agreement. The National Grievance Committee may revise, delete or add to the Rules of Procedure for a Supplemental Grievance Committee in any manner necessary to ensure conformity with the purposes and objectives of the Grievant's Bill of Rights. The decisions of the National Grievance Committee in this regard shall be final and binding.

Section 4.

Except in cases involving "cardinal" infractions under the applicable Supplemental Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

ARTICLE 8.**NATIONAL GRIEVANCE PROCEDURE****Section 1.**

All grievances or questions of interpretations arising under this National Master Freight Agreement or Supplemental Agreements thereto shall be processed as set forth below. If such Supplemental Agreements provide for arbitration of discharges, such procedure shall be continued.

(a) All factual grievances or questions of interpretation arising under the provisions of the Supplemental Agreement (or factual

Article 8, Section 1

grievances arising under the National Master Freight Agreement), shall be processed in accordance with the grievance procedure of the applicable Supplemental Agreement.

If upon the completion of the grievance procedure of the Supplemental Agreement the matter is deadlocked, the case shall be immediately forwarded to both the Employer and Union secretaries of the National Grievance Committee, together with all pertinent files, evidence, records and committee transcripts.

Any request for interpretation of the National Master Freight Agreement shall be submitted directly to the Conference Joint Area Committee for the making of a record on the matter, after which it shall be immediately referred to the National Grievance Committee. Such request shall be filed with both the Union and Employer secretaries of the National Grievance Committee with a complete statement of the matter.

All grievances arising under the provisions of the Master Agreement (Articles 1-39) shall be filed directly with the appropriate Conference Joint Area Committee. The Conference Joint Area Committee shall have the authority to render a final and binding decision or direct the grievance to the appropriate lower level committee for hearing if the grievance is not properly claimed under the provisions of the Master Agreement. The Conference Joint Area Committee must hear and decide such cases within ninety (90) days of the filing of the grievance. In the event of a deadlock, the case shall be referred to and heard by the National Grievance Committee. Grievances arising under Article 9-Protection of Rights, Article 29-Substitute Service and Article 32-Subcontracting shall be expeditiously processed and may be heard at either regularly scheduled or specially called hearings. A grievance may be filed by any Area Conference whose members are adversely affected by an alleged violation of Article 32, Section 4(b) occurring within its jurisdiction.

(b) Any matter which has been referred pursuant to Section 1(a) above, or any question concerning the interpretation of the provisions contained in the National Master Freight Agreement, shall be submitted to a permanent National Grievance Committee which shall be composed of an equal number of employer and union representatives. The National Grievance Committee shall meet on a regular basis, for the disposition of grievances referred to it, or may

Article 8, Section 1

meet at more frequent intervals, upon call of the chairman of either the Employer or Union representatives on the National Grievance Committee. The National Grievance Committee shall adopt rules of procedure which may include the reference of disputed matters to subcommittees for investigation and report, with the final decision or approval, however, to be made by the National Grievance Committee. If the National Grievance Committee resolves the dispute by a majority vote of those present and voting, such decisions shall be final and binding upon all parties.

Cases deadlocked by the National Grievance Committee shall be referred to an arbitration panel, as provided in Section 2(b) below. Procedures relating to such referrals shall be included in the Rules of Procedure of the National Grievance Committee.

The Employer may request the co-chairmen of the National Grievance Committee to appoint and convene a joint Employer and Union Committee which shall have the authority to approve uniform dispatch procedures and rules which shall apply to the individual company's over-the-road operations.

No Employer signatory to this Agreement shall be permitted to have its own grievance procedure.

Section 2.

(a) The National Grievance Committee by majority vote may consider and review all questions of interpretation which may arise under the provisions contained in the National Master Freight Agreement which are submitted by either the National Freight Director or the designated employer representative; and shall have the authority to reverse and set aside the majority interpretation of any area, regional, or local grievance committee or arbitration panel established within the Supplemental Agreements if, in its opinion, such interpretation is contrary to the provisions set forth in the National Master Freight Agreement, in which case the decision of the National Grievance Committee shall be final and binding. A failure by the National Grievance Committee to reach a majority decision on a question concerning interpretation or on a review of a decision by a lower level grievance committee or arbitration panel shall not be considered a deadlock and will not be referred to arbitration. In case of a failure to reach a majority decision in review-

Article 8, Section 2

ing the decision of a lower level grievance committee or arbitration panel, the decision of the lower level grievance committee or arbitration panel shall stand as final and binding.

(b) All grievances deadlocked at the Conference Joint Area Committee and the National Grievance Committee shall be subject to arbitration and processed as set forth below.

1. All grievances involving the provisions of the Supplemental Agreements, including discharges or suspensions, which have been deadlocked by the Conference Joint Area Committee, shall be automatically referred to a Conference Arbitration Panel, whose decision shall be final and binding on all parties.

2. The Conference Arbitration Panel shall consist of the Union and Employer co-chairmen of the Conference Joint Area Committee, or their designees, and an impartial arbitrator selected by the co-chairmen. The procedures for the selection of the arbitrator for the Conference Arbitration Panel and the cost of arbitration shall be determined by the Rules of Procedure of the Conference Joint Area Committee.

3. At the arbitration hearing before the Conference Arbitration Panel, the Employer's case will be presented by a full-time employee of the Employer and the Union's case by a full-time employee of the Local Union, and the Rules of Procedure of the Conference Joint Area Committee shall apply.

4. The Conference Arbitration Panel shall issue a "bench decision" at the conclusion of the grievance hearing, unless the Committee's Rules of Procedure provides otherwise in discharge cases. Either party, however, may request a clarification or further explanation of a previous decision rendered by the Conference Arbitration Panel.

5. All grievances involving the Master Agreement (Articles 1-39), which have been deadlocked by the National Grievance Committee, shall be automatically referred to the National Arbitration Panel, whose decision shall be final and binding on all parties.

6. The National Arbitration Panel shall consist of the Union and Employer co-chairmen of the National Grievance Committee, or their designees, and an impartial arbitrator selected by the co-chairmen. The procedures for the selection of the arbitrator for the

Article 8, Section 2

National Arbitration Panel and the cost of arbitration shall be determined by the Rules of Procedure of the National Grievance Committee.

7. At the arbitration hearing before the National Arbitration Panel, the Employer's case will be presented by a full-time employee of the Employer and/or Employer representative on the National Grievance Committee and the Union's case by a designee of the National Freight Director and the Rules of Procedure of the National Grievance Committee shall apply.

8. The National Arbitration Panel shall issue a "bench decision" at the conclusion of the grievance hearing. Either party, however, may request a clarification or further explanation of a previous decision rendered by the National Arbitration Panel.

9. No lawyers will be permitted to present cases at any step of the grievance procedure.

10. The decision of any arbitration panel shall be specifically limited to the matters submitted to it and the panel shall have no authority in any manner to amend, alter or change any provision of the Agreement.

11. If the Employer or Union challenges in court a decision issued by any arbitration panel provided for in this Section, the cost of the challenge, including the court costs and attorneys' fees, shall be paid by the losing party.

12. Where Supplements under the 1991-94 NMFA provided for arbitration in discharge cases, the procedures for such arbitration shall be maintained under the 1994-98 Agreement.

Section 3. Work Stoppages

(a) The parties agree that all grievances and questions of interpretation arising from the provisions of this Agreement shall be submitted to the grievance procedure for determination. Accordingly, no work stoppage, slowdown, walkout or lockout shall be deemed to be permitted or authorized by this Agreement except as provided in Section 3(b) below.

A "representation dispute" in circumstances under which the Employer is not required to recognize the Union under this Agreement

Article 8, Section 3

is not subject to the grievance procedure herein and the provisions of this Article do not apply to such dispute.

(b) In the event an Employer is delinquent in its health & welfare or pension payments in the manner required by the applicable Supplemental Agreement, the Local Union shall have the right to take whatever action it deems necessary until such delinquent payments are made. The Local Union shall give the Employer a seventy-two (72)-hour, (excluding Saturdays, Sundays, and holidays), prior written notice of the Local Union's authorization of strike action which notice shall specify the failure to make health & welfare or pension payments providing the basis for such strike authorization. In no event shall the Union have the right to strike over a dispute concerning the eligibility and/or payment of health & welfare or pension contributions by an Employer on behalf of specific individuals, and such disputes shall be subject to the grievance procedure.

Section 4.

(a) It is mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives who will deal with the Employer, make commitments for the Local Union generally and, in particular, those individuals having the sole authority to act for the Local Union in calling or instituting strikes or any stoppages of work which are not in violation of this Agreement. The Local Union may from time to time amend its listing of authorized representatives by certified mail. The Local Union shall not authorize any work stoppages, slowdown, walkout, or cessation of work in violation of this Agreement. It is further agreed that in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work which is in violation of this Agreement the Union shall not be liable for damages resulting from such unauthorized acts of its members.

In the event of a work stoppage, slowdown, walkout or cessation of work, not permitted by the provisions of Article 8, Section 3(a), alleged to be in violation of this Agreement, the Employer shall immediately send a wire to the appropriate Area Conference to determine if such strike, etc., is authorized.

Article 8, Section 4

No strike, slowdown, walkout or cessation of work alleged to be in violation of this Agreement shall be deemed to be authorized unless notification thereof by telegram has been received by the Employer and the Local Union from such Area Conference. If no response is received by the Employer within twenty-four (24) hours after request, excluding Saturdays, Sundays, and holidays, such strike, etc., shall be deemed to be unauthorized by the Area Conference for the purpose of this Agreement.

In the event of such unauthorized work stoppage or picket line, etc., in violation of this Agreement, the Local Union shall immediately make every effort to persuade the employees to commence the full performance of their duties and shall immediately inform the employees that the work stoppage and/or picket line is unauthorized and in violation of this Agreement. The question of whether employees who refuse to work during such unauthorized work stoppages, in violation of this Agreement, or who fail to cross unauthorized picket lines at their Employer's premises, shall be considered as participating in an unauthorized work stoppage in violation of this Agreement may be submitted to the grievance procedure, but not the amount of suspension herein referred to.

It is specifically understood and agreed that the Employer during the first twenty-four (24)-hour period of such unauthorized work stoppage in violation of this Agreement, shall have the sole and complete right of reasonable discipline, including suspension from employment, up to and including thirty (30) days, but short of discharge, and such employees shall not be entitled to or have any recourse to the grievance procedure. In addition, it is agreed between the parties that if any employee repeats any such unauthorized strike, etc., in violation of this Agreement, during the term of this Agreement, the Employer shall have the right to further discipline or discharge such employee without recourse for such repetition. After the first twenty-four (24)-hour period of an unauthorized stoppage in violation of this Agreement, and if such stoppage continues, the Employer shall have the sole and complete right to immediately further discipline or discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work in violation of this Agreement, and such employees shall not be entitled to or have any recourse to the grievance procedure. The suspension or discharge herein referred to shall be uniformly applied

Article 8, Section 4

to all employees participating in such unauthorized activity. The Employer shall have the sole right to schedule the employee's period of suspension.

The International Brotherhood of Teamsters, the Teamsters National Freight Industry Negotiating Committee, Area Conferences, Joint Councils and Local Unions shall make immediate efforts to terminate any strike or stoppage of work as aforesaid which is not authorized by such organizations, without assuming liability therefor. For and in consideration of the agreement of the International Brotherhood of Teamsters, Teamsters National Freight Industry Negotiating Committee, Area Conferences, Joint Councils and Local Unions affiliated with the International Brotherhood of Teamsters to make the aforesaid efforts to require Local Unions and their members to comply with the law or the provisions of this Agreement, including the provisions limiting strikes or work stoppages, as aforesaid, the Associations and Employers who are parties hereto agree that they will not hold the International Brotherhood of Teamsters, the Teamsters National Freight Industry Negotiating Committee, Area Conferences, Joint Councils and Local Unions liable or sue them in any court or before any administrative tribunal for undertaking such efforts to terminate unauthorized strikes or stoppages of work as aforesaid or for undertaking such efforts to require Local Unions and their members to comply with the law or the provisions of this Agreement. It is further agreed that signator Associations and Employers will not hold the International Brotherhood of Teamsters, Teamsters National Freight Industry Negotiating Committee, Area Conferences, Joint Councils or Local Unions liable or sue them in any court or before any administrative tribunal for such unauthorized work stoppages alleging condonation, ratification or assumption of liability for undertaking such efforts to terminate strikes or stoppages of work, or requiring Local Unions and their members to comply with the law or the provisions of this Agreement.

The provisions of this Article shall continue to apply during that period of time between the expiration of this Agreement and the conclusion of the negotiations or the effective date of the successor Agreement, whichever occurs later, except as provided in Article 39. It is understood and agreed that failure by the International Brotherhood of Teamsters, Teamsters National Freight Industry

Article 8, Section 4

Negotiating Committee, Area Conferences and/or Joint Councils to authorize a strike by a Local Union shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

(b) The question of whether the International Union, Teamsters National Freight Industry Negotiating Committee, an Area Conference, Joint Council or Local Union have met its obligation set forth in the immediately preceding paragraphs, or the question of whether the International Union, Teamsters National Freight Industry Negotiating Committee, an Area Conference, Joint Council or the Local Union, separately or jointly, participated in an unauthorized work stoppage, slowdown, walkout or cessation of work in violation of this Agreement by calling, encouraging, assisting or aiding such work stoppage, etc., in violation of this Agreement, or the question of whether an authorized strike provided by Article 8, Section 3(b) is in violation of this Agreement, or whether an Employer engaged in a lockout in violation of this Agreement, shall be submitted to the grievance procedure at the national level, prior to the institution of any damage suit action. When requested, the co-chairmen of the National Grievance Committee shall immediately appoint a subcommittee to develop a record by collecting evidence and hearing testimony, if any, on the questions of whether the International Union, Teamsters National Freight Industry Negotiating Committee, an Area Conference, Joint Council or Local Union have met its obligations as aforesaid, or of Union participation or Employer lockout in violation of this Agreement. The record shall be immediately forwarded to the National Grievance Committee for decision. If a decision is not rendered within thirty (30) days after the co-chairmen have convened the National Grievance Committee, the matter shall be considered deadlocked.

A majority decision of the National Grievance Committee on the questions presented as aforesaid shall be final and binding on all parties. If such majority decision is rendered in favor of one (1) or more of the Union entities, or the Employer, in the case of lockout, no damage suit proceedings on the issues set forth in this Article shall be instituted against such Union entity or such Employer. If, however, the National Grievance Committee is deadlocked on the issues referred to in this subsection 4(b), the issues must be referred to the National Arbitration Panel for resolution prior to either party

instituting damage suit proceedings. If the National Arbitration Panel decides that a strike was unlawful, it shall not have the authority to assess damages. Except as provided in this subsection 4(b), agreement to utilize this procedure shall not thereafter in any way limit or constitute a waiver of the right of the Employer or Union to commence damage suit action. However, the use of evidence in this procedure shall not waive the right of the Employer or Union to use such evidence in any litigation relating to the strike or lockout, etc., in violation of this Agreement. There shall not be any strike, slowdown, walkout, cessation of work or lockout as a result of a deadlock of the National Grievance Committee on the questions referred to under this subsection 4(b) and any such activity shall be considered a violation of this Agreement.

(c) In the event that an Employer, party to this Agreement, commences legal proceedings against the Union after the Union's compliance with the provisions of Article 8, Section 3(b), the Employer Associations will cooperate in the presentation to the court of the applicable majority grievance committee decision.

(d) Nothing herein shall prevent the Employer or Union from securing remedies granted by law except as specifically set forth in subsection 4(b).

Section 5.

(a) In the event of strikes, work stoppages, or other activities authorized by Article 8, Section 3(b) of this Agreement, no interpretation of this Agreement or any Supplement thereto relating to the Employer's obligation to make health & welfare and/or pension contributions by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strikes unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement.

(b) It is the intention of the parties to resolve all grievances and requests for interpretation arising under this Agreement through the grievance procedure. However, it is understood and agreed that nothing herein shall prevent the Employer or Union from securing remedies in those circumstances where the application of this Agreement is contrary to law.

Article 8, Section 6

Section 6. Change of Operations

Change of Operations Committee

(a) Present terminals, breaking points or domiciles shall not be transferred, changed or modified without the approval of an appropriate Change of Operations Committee. Such Committee shall be appointed in each of the Conference Areas, equally composed of Employer and Union representatives. The Change of Operations Committee shall have the authority to determine the seniority of the employees affected and such determination shall be final and binding.

In the event a proposed change of operations includes the establishment of either a new or satellite terminal as a "combination" facility with a common city driver and dock seniority roster, when such change of operations results in the relocation or movement of city drivers and dock employees from an existing terminal recognizing separate (split) seniority rosters for city drivers and dock employees, the Change of Operations Committee shall have the authority to determine the conditions under which such a combination facility may be established, including but not limited to, the number of city drivers and dock employees who qualify, be allowed to follow the work to the new or satellite combination terminal, the implementation of training programs to qualify dock employees as city drivers and the seniority right of affected employees to either return to the "mother" terminal and/or claim additional driving positions at the satellite terminal within reasonable time periods following the establishment of such combination terminal, as determined by the Committee. Existing terminals that recognize separate city driver and dock seniority rosters (split terminals) shall not be converted to "combination" terminals unless and until such time as a majority of those affected employees agree to such conversion, in which case the Change of Operations Committee shall have the authority to determine the conditions under which such conversion shall be implemented.

Such Committee, however, shall observe the Employer's right to designate domiciles and the operational requirements of the business. Where the Union raises the question as to whether or not certain proposed runs of excessive length can be made, the Employer must be prepared to submit objective evidence including DOT certifica-

tion or logs and tapes that such runs have been tested and were made within the DOT hours of service regulations. Individual employees shall not be redomiciled more than once during the term of this Agreement as the result of an approved change of operations unless a merger, purchase, sale, acquisition or consolidation of employers is involved, or unless there is proven economic need as determined by the Change of Operations Committee based on factual evidence presented.

Pension and health & welfare contributions paid on behalf of a redomiciled employee shall be paid to the Funds to which the contributions were made prior to the employee's change of domicile, and the decisions of the Change of Operations Committee shall so specify. This Section does not apply to employees who voluntarily transfer to new domiciles, unless such transfer is a result of a Change of Operations Committee decision. Any dispute concerning the appropriate fund for an Employer's contribution on behalf of a redomiciled employee, pursuant to a Change of Operations Committee decision, shall be referred to the National Grievance Committee. The decision of the National Grievance Committee shall to the extent permitted by law, be final and binding on all affected parties, including the Trust Funds.

The Change of Operations Committee shall also have jurisdiction for a period of twelve (12) months following the opening of a new terminal to consider the redomicile of employees who are laid off as a direct result of such opening of a terminal. The Committee shall also have jurisdiction over the closing of a terminal in regard to seniority, as well as to determine the conditions under which freight may or may not be interlined into the area of a vacated operations when necessary to retain major customers, including mandating the use of union carriers where available. In no event will the Employer be granted the authority to vacate a facility and interline the freight on a non-union subsidiary of the parent company. The above shall not apply within a twenty-five (25)-mile radius.

Change of Operations Committee Procedure

(b) The National Grievance Committee shall adopt Rules of Procedure concerning the application and administration of this Article.

Article 8, Section 6

The Employer shall notify all affected Local Unions of the proposed change of operations at least twenty (20) calendar days prior to the hearing at the Conference Joint Area Committee, and the Employer and the Local Unions involved shall have a mutual responsibility to inform the employees subject to redomicile prior to such hearing in accordance with the practice and procedures agreed to in the respective Area Committee. Any exception or waiver of the aforesaid twenty (20) day period shall be mutually agreed to between the Employer and the Local Unions involved and approved by the Conference Area Change of Operations Committee.

Moving Expenses

(c) Where an employee is required to transfer to another domicile in order to follow employment as a result of a change of operations, the Employer shall move the employee and assume the responsibility for proven loss or damage to household goods due to such move, including insurance against loss or damage. Should any employee possess household items of unusual or extraordinary value which will be included in the move, such items shall be declared and an appraised value determined prior to the move. The Employer shall provide packing materials for the employee's household goods when requested or at the employee's request pay all costs and expenses of moving such household goods, including packing.

The Employer shall pay reasonable expenses to demount and remount an employee's mobile home, if used as his/her residence and in such instance shall pay normal expenses to move such mobile home, including the use of other modes of transportation where required by law.

An employee shall have a maximum of one (1) year to move in accordance with the provisions of an approved change of operations unless, prior to the expiration of such year, he/she requests, in writing, an extension for a reasonable period of time due to an unusual or special problem. The Employer shall provide lodging for the employee at the point of redomicile, not to exceed ninety (90) calendar days, and in addition, shall reimburse the employee twenty-nine cents (29¢) per mile to transport one (1) personal automobile to the new location.

Article 8, Section 6

The Employer shall not be responsible for moving expenses if the employee changes his/her residence as a result of voluntary transfer.

None of the Employer obligations set forth in this Subsection (c) - Moving Expenses shall apply to transfers of domiciles within a fifty (50)-mile radius.

Change of Operations Seniority

(d) The Change of Operations Committee established herein shall have the sole authority to determine questions of the application of seniority in those situations presented to it and in connection therewith the following general rules shall apply, subject, however, to modification as provided by Section 6(g) below:

Closing, Partial Closing of Terminals-Transfer of Work

(1)a. When branches, terminals, divisions or operations (hereinafter "terminal(s)") are closed or partially closed and the work of such terminal(s) is transferred, in whole or in part, to another terminal(s), the active employees (excluding those employees on letter of layoff) at the closed or partially closed terminal(s) shall have the right to bid into a master seniority roster (road or city) comprised of bidders from the active seniority rosters of closed or partially closed terminal(s) in the order of their continuous classification (road or city) seniority. Continuous classification seniority shall be defined as that seniority which the employee is currently exercising and has not been broken in the manner provided by Article 5, Section 1, or by voluntary changes in domicile not directed, approved or ordered by a Change of Operations Committee. Employees shall bid from the combined master seniority roster into openings at the terminal(s) into which work is being transferred. Employees so transferring shall be "dovetailed" into the appropriate active seniority roster at the new terminal(s) in the order of their continuous classification seniority. Such transfers shall be permitted prior to the recall of laid-off employees at such gaining terminal(s). If and when additional employees are required in excess of those who formed the combined active roster at the point of redomicile, employees on letter of layoff at that location shall be

Article 8, Section 6

recalled. If recalled, such employees shall be "dovetailed" with their continuous classification seniority.

In addition, the inactive seniority rosters (employees who are on letter of layoff) at the terminal(s) from which employees are being redomiciled shall be "dovetailed" into a master "laid off" seniority roster and such employees shall have the same opportunities to transfer to terminal(s) within the area of the Supplemental Agreement which are afforded to employees covered by the provisions of subparagraph 2(b) below.

b. The following seniority bidding procedures are to be applied in all change of operations cases that involve master pool bidding:

1. The Change of Operations Committee shall have the authority to establish a date for purposes of determining active and inactive (on letter of layoff or the equivalent thereof) employees at both gaining and losing locations.

2. Affected employees at losing locations shall be allowed to bid onto an active master pool seniority list on a dovetailed seniority basis.

3. At the time of the original bid, an employee on the active master pool seniority list shall be afforded the opportunity to bid any available position for which he/she is qualified at a gaining location in accordance with his/her seniority on the master pool seniority list. In the event the active employees at any given location elect not to bid the number of positions being lost at that particular location, inactive employees at that location, in accordance with their seniority, shall then be afforded the opportunity to bid as an active employee until the number of positions being lost at that particular location are filled. An employee who elects to "hold" as set forth in paragraph 4 below shall not be considered as filling a losing position. A successful bidder shall be dovetailed on the seniority list at the location he/she bids into. The number of successful bidders from any losing location shall not exceed, at the time of the original bid, the number of positions lost at that location as approved by the Change of Operations Committee.

4. An employee on the active master pool seniority list who does not have seniority to bid the location he/she desires in the initial bid may remain at his/her present domicile in such status as his/her

Article 8, Section 6

bidding seniority will allow. Should an opening occur during the window period at the location to which he/she desired to transfer, he/she shall be afforded transfer opportunity in line with his/her bidding seniority. A successful bidder under this provision shall be dovetailed on the applicable seniority list at the location into which he/she bids and his/her moving expenses shall be paid in accordance with other transferring employees. The transfer provisions of this Section shall apply only during the window period.

5. An employee who elects to hold as set forth in Paragraph 4 above may hold for only one (1) location and must designate that location at the time of the original bid and may hold only for a position within the classification the employee has seniority to bid. If an employee refuses to accept an opportunity to claim a position he/she is holding for, the employee shall have no further claim to a position that may become available during the window period.

6. An employee who elects to hold, shall also be entitled to exercise seniority to claim a voluntary move under the provisions of Article 5, Section 5 herein, and in the event the employee accepts such a voluntary move, he/she shall retain his/her hold position at his/her home domicile during the remainder of the window period but shall forfeit any other seniority rights at his/her home domicile. Should a position become available at the location such employee is holding for and which the employee has seniority to successfully claim, moving expenses set forth in Article 8, Section 6(c) shall be computed from the employees original home domicile.

7. There shall not be less than a one hundred and twenty (120) day window period in all change of operations involving master pool bidding; provided, however, the Change of Operations Committee may extend the window period beyond one hundred and twenty (120) days when the circumstances involved justify a longer period of time.

Closing of Terminals-Elimination of Work

(2)a. When a terminal(s) is closed and the work of such terminal(s) is eliminated, an employee who was formerly employed at another terminal shall have the right to return to such former terminal and exercise his/her continuous classification (road or city)

seniority, provided he/she has not been away from such former terminal for more than a five (5)-year period.

Layoff

b. When a terminal(s) is closed and the work of such terminal(s) is eliminated, employees who are laid-off thereby shall be given first (1st) opportunity for available regular employment at any other terminal(s) of the Employer within the area of the Supplemental Agreement where such employee was employed. The obligation to offer such employment shall continue for a period of five (5) years from the date of closing. However, the Employer shall not be required to make more than one (1) offer during this period. Any employee accepting such offer shall pay his/her own moving expenses. If hired, he/she shall go to the bottom of the seniority board for bidding and layoff purposes, but shall retain company seniority for fringe benefits only.

Opening of Terminals

(3) When a new terminal(s) is opened (except as a replacement for existing operations or a new division in a locality where there are existing operations), the Employer shall offer to those employees, if any, affected thereby the opportunity to transfer to regular positions in the new terminal(s) in the order of such employee's continuous classification (road or city) seniority date as defined herein. Upon arrival at such new location, such employees shall be "dovetailed" with their continuous classification (road or city) seniority date together with other employees so transferring.

This provision is not intended to cover situations where there is replacement of an existing operation or where a new division is opened in a locality where there is an existing terminal. In these latter situations, those employees laid off at the existing facilities shall have first (1st) opportunity for employment at the new operation in accordance with their continuous classification (road or city) seniority date, and upon arrival shall be similarly "dovetailed." If all regular full-time positions are not filled in this manner, then the provisions of the preceding paragraph shall apply.

(4) When a Company which has an established Local Cartage Operation, which has been cleared by system OTR drivers, seeks to

Article 8, Section 6

establish a new OTR domicile there, the Company shall first file for a Change of Operations giving transfer opportunity, with regard to the initial complement, to OTR drivers from those system OTR domiciles that previously serviced such Local Cartage Operation with reasonable regularity. Such transfer opportunity shall remain in effect for any additions to the initial complement for a period of not less than 120 calendar days, after which further additions to such complement shall be hired at the locality where such new OTR domicile was established.

(5) Any employee redomiciled by an approved change of operations or voluntary transfer to another domicile shall upon reporting to such new domicile be deemed to have relinquished his/her right to return, with seniority, to the domicile from which he/she was transferred, except under another approved change of operations. Employees who avail themselves of the transfer privileges because they are on layoff at their original terminal may exercise their seniority rights if work becomes available at their original terminal during the five (5)-year layoff period allowed them at their original terminal.

Definition of Terms

(e) The term "continuous classification seniority" as used in this Agreement is defined as that seniority which the employee is currently exercising and has not been broken in the manner provided in Article 5, Section 1, or by voluntary changes in domicile not direct-ed, approved or ordered by a Change of Operations Committee.

Qualifications

(f) In all transfers referred to in this Section, the employee must be qualified to perform the job by experience in the classification. If a driver test is required, such test shall be given by a qualified driver-supervisor or driver.

Intent of Parties

(g) The parties acknowledge that the above rules are intended solely as general standards and further that many factual situations will be presented which necessitate different application, modification or amendment. Accordingly, the parties acknowledge that

Article 8, Section 6

questions of the application of seniority rights may arise which require different treatment and it is anticipated and understood that the Employers and Unions jointly involved and/or the respective grievance committees may mutually agree to such disposition of questions of seniority which in their judgment is appropriate under the circumstances.

The Change of Operations Committees, as provided herein or in the Supplemental Agreements, shall have the authority to determine the application of seniority in those situations presented to them. In all cases, the seniority decisions of the Joint Committees, including the Change of Operations Committees and subcommittees established by the National Master Freight Agreement and the respective Supplemental Agreements, shall be final and binding.

Section 7.

All local, area and national grievance committees as constituted under this Agreement shall have the jurisdiction and power to decide grievances which arose under the preceding agreements and supplements thereto, applying, however, the contract under the grievance arose.

ARTICLE 9. PROTECTION OF RIGHTS

Section 1. Picket Lines: Sympathetic Action

It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

Section 2. Struck Goods

It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any employee refuses to perform any service which his/her Employer

Article 9, Section 2

undertakes to perform as an ally of an Employer or person whose employees are on strike and which service, but for such strikes, would be performed by the employees of the Employer or person on strike.

Section 3.

Subject to Article 32 -Subcontracting, hereof, the Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other Employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carriers Act or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall, notwithstanding any other provision in this Agreement, when necessary, continue doing such business, including pickup or delivery to or from the Employer's terminal and to or from the premises of a shipper or consignee.

Section 4.

The layover provision of the applicable Supplemental Agreement shall apply when the Employer knowingly dispatches a road driver to a terminal at which a primary picket line has been posted as a result of the exhaustion of the grievance procedure, or after proper notification of a picket line permitted by the collective bargaining agreement, or economic strikes occurring after the expiration of collective bargaining agreements, or to achieve a collective bargaining agreement. In such event and upon his/her request, a driver shall be provided first class public transportation to his/her home terminal, plus be paid a minimum of eight (8) hours or actual time spent while returning, whichever is greater. The Employer shall determine the mode of transportation to be utilized.

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

RICKEY A. BECHTEL,

Plaintiff,

v.

**DANIEL A. VIRTUE, Business Agent of the
International Brotherhood of Teamsters;
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS; LOCAL 776, INTERNATIONAL
BROTHERHOOD OF TEAMSTERS; ABF
FREIGHT SYSTEM, INCORPORATED,**

Defendants.

**Case No. 3:01-CV-789
Judge Sylvia H. Rambo**

AFFIDAVIT OF STEVEN J. FROIAS

I, Steven J. Froias, being duly sworn, do hereby depose and say as follows:

1. I am a Director, Industrial Relations at ABF Freight System, Inc. ("ABF"). As a Director, Industrial Relations, I have responsibility for representing ABF in grievance proceedings and hearings before regional Joint Area Committees and Multi-Region Change of Operations Committees. In this capacity, I represented ABF in the proceedings concerning Rickey Bechtel's grievance at both the Eastern Region Joint Area Committee and the Multi-Region Change of Operations Committee.

2. As a Director, Industrial Relations, I am thoroughly familiar with the terms and provisions of the National Master Freight Agreement ("NMFA"). The NMFA is the national collective bargaining agreement between Trucking Management, Inc. ("TMI"), a multi-employer association, which serves as the collective bargaining representative for the major less-than-truck load ("LTL") common carriers, and the Teamsters National Freight Industry Negotiating

Committee ("TNFINC"), which negotiates the agreement on behalf of over 100 Teamster Local Unions, including Teamsters Local 776. The NMFA, along with its area supplements, governs the terms and conditions of employment for all Teamster-represented employees in the trucking industry who work for NMFA-covered carriers.

3. The NMFA contains several provisions that set forth the procedures to be followed when there is change in operations resulting from a combination of terminals or over-the-road operations. Article 8, Section 6 of the NMFA requires that a change of operations be approved by a Change of Operations Committee. The Change of Operations Committee is comprised of an equal number of Union and Employer representatives. The Committee's primary task is to determine the proper application of seniority for employees affected by the change of operations, in compliance with the NMFA. Decisions of the Change of Operations Committee are final and binding. In addition, the Change of Operations Committee retains authority to hear and decide future grievances that arise from a previous decision of the Committee.

4. In May 1995, Carolina Freight Carriers Corp. ("Carolina") closed its Carlisle, PA terminal. Employees at this facility were given the opportunity to transfer to other Carolina facilities or accept a layoff. Mr. Bechtel accepted a layoff.

5. In July 1995, two months after Carolina's Carlisle, PA terminal closed, Arkansas Best Corp., the parent company of ABF, announced that it was acquiring WorldWay Corp., the parent company of Carolina. As a result of this acquisition, ABF and Carolina were merged, with ABF being the surviving carrier.

6. In late August 1995, a Change of Operations Committee ("Committee") was appointed to consider the proposed the change of operations plan submitted by ABF as a result of

ABF/Carolina merger. Among other issues, the Committee had the authority under the NMFA to resolve and decide seniority issues arising from the change of operations. The Committee held hearings on September 14 and 15, 1995. I assisted in presenting ABF's position at the Committee hearings. The Committee issued a decision on September 19, 1995, in which it determined that ABF and Carolina seniority rosters should be dovetailed. Exhibit A is a copy of this decision. The ABF/Carolina merger was completed on September 25, 1995.

7. Article 5, Section 2 of the NMFA applies to mergers. Specifically, this section applies when terminals or operations of two or more companies are combined. In accordance with Article 5, Section 2, the Change of Operations Committee, which considered ABF's proposed change of operations, required that, "every facility whose work has been merged with the work of another facility must be grouped with that facility."

8. There was no combination of terminals or merger of facilities in Carlisle, PA. Carolina closed its terminal in May 1995, five months prior to the ABF/Carolina merger. This fact is clearly demonstrated in Exhibit A to the Proposed Seniority Application, attached to the Committee's September 19, 1995 decision. (Exhibit A). This document shows the number of active and inactive ABF and Carolina employees at the time of the ABF/Carolina merger. For Carlisle, PA, there were 328 total ABF employees and 0 total Carolina employees. Because Carolina's Carlisle facility did not exist at the time of the acquisition of Carolina, it was not part of the merger, and employees laid off from Carolina's Carlisle facility had no rights under Article 5, Section 2 of the NMFA. Thus, Mr. Bechtel had no recall rights under Article 5, Section 2 of the NMFA.

9. In an effort to provide employment opportunities for other laid off bargaining unit employees, the Change of Operations Committee decided to extend the transfer rights of

Article 5, Section 5 of the NMFA to all laid off bargaining unit employees, for the life of the 1994-1998 NMFA. (Exhibit A, Paragraph 7A). Usually, Article 5, Section 5 is applied only to over-the-road drivers. Under the Committee's September 19, 1995 decision, however, all laid off bargaining unit employees, who submitted a written request for work opportunities, were eligible for work opportunities at ABF terminals throughout its system. This benefit was extended to former Carolina employees laid off from Carolina's Carlisle terminal when the terminal closed in May 1995, including Mr. Bechtel.

10. In October 1995, Local 776, International Brotherhood of Teamsters ("Local 776" or "the Union") sent a letter to all former Carolina Carlisle employees, including Mr. Bechtel, specifically informing them that pursuant to the Committee's decision, they had transfer rights under Article 5, Section 5 of the NMFA. This letter is attached as Exhibit B.

11. Mr. Bechtel submitted to ABF a request for work opportunities under Article 5, Section 5 of the NMFA. ABF called Mr. Bechtel to offer him work at several ABF terminals, however, Mr. Bechtel declined this opportunity.

12. I believe that ABF correctly applied the decision of the Multi-Region Change of Operations Committee to laid off employees at Carolina's Carlisle facility.

13. In February 2000, Rickey Bechtel filed a grievance claiming that ABF violated Article 5, Section 2 of the NMFA by failing to recall him to ABF's Carlisle terminal. The Eastern Region Joint Area Committee ("ERJAC") heard Bechtel's grievance in July 2000. I presented ABF's case at this hearing and submitted a brief on behalf of ABF. A copy of this brief, and exhibits, is attached as Exhibit C. Mr. Charles Shugart, Business Agent for Local 776, represented Mr. Bechtel and submitted a brief with several exhibits on his behalf. Mr. Bechtel attended the hearing. At this hearing, Mr. Shugart argued that Mr. Bechtel had recall rights

under Article 5, Section 2 because he was on a letter of layoff from Carolina at the time of the ABF/Carolina merger. ABF took the position that Mr. Bechtel had no recall rights under Article 5, Section 2 because the Carolina Carlisle terminal closed prior to the ABF/Carolina acquisition and merger, and thus there was no merger of terminals in Carlisle. ABF requested that Mr. Bechtel's grievance be denied.

14. At the conclusion of the hearing, the panel issued a decision, referring the case to the Multi-Region Change of Operations Violations Committee. A copy of this decision is attached as Exhibit D. In my experience, having handled approximately 200 grievances before the Multi-Region Change of Operations Committee, a grievance related to a previous decision of a Change of Operations Committee will be referred back to that Committee for resolution.

15. The Multi-Region Change of Operations Committee heard Mr. Bechtel's grievance on October 26-27, 2000. I presented ABF's case at this hearing and submitted a brief on behalf of ABF. This was the same brief that I submitted at the ERJAC hearing. Mr. Charles Shugart represented Bechtel and submitted a brief on his behalf. Mr. Bechtel attended the hearing and made a statement at the hearing. A true copy of the transcript of the portion of the Committee hearing relating to Mr. Bechtel's grievance is attached as Exhibit E. The arguments presented to the Multi-Region Change of Operations Committee were virtually the same as those presented to the ERJAC.

16. At the conclusion of the hearing, the Multi-Region Change of Operations Committee denied Mr. Bechtel's grievance in accordance with the September 19, 1995 decision rendered by the Multi-Region Change of Operations Committee regarding the ABF/Carolina change of operations. A copy of an index reflecting the Committee's decision is attached as Exhibit F. This decision was final and binding.

I have read the foregoing and declare that it is true and correct to the best of my knowledge, information and belief.

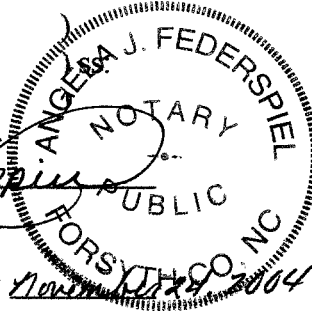
April 5, 2002
Dated

Steven J. Froias
Steven J. Froias

State of North Carolina

County of Forsyth

Angela J. Federspiel
Notary Public



My Commission Expires: November 15, 2004

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TO: THE PRINCIPAL OFFICERS OF THE FOLLOWING LOCAL UNIONS:

7, 20, 24, 26, 40, 41, 43, 50, 75, 89, 92, 100, 116, 120, 135,
 147, 160, 164, 200, 215, 236, 238, 245, 279, 299, 301, 325, 332,
 339, 346, 364, 371, 377, 406, 407, 413, 414, 460, 534, 544, 554, 563,
 574, 580, 600, 614, 627, 637, 651, 662, 673, 688, 695, 696, 697, 705,
 710, 722, 749, 795, 823, 833, 908, 916, & 957 OF THE CENTRAL REGION

22, 25, 28, 29, 30, 42, 59, 61, 71, 107, 110, 118, 170, 171,
 175, 182, 191, 229, 249, 251, 294, 312, 317, 340, 355, 375,
 384, 391, 397, 401, 404, 429, 430, 437, 443, 445, 449, 470,
 493, 500, 509, 529, 538, 557, 560, 592, 597, 633, 639, 649,
 653, 671, 676, 677, 687, 693, 701, 707, 764, 771, 773, 776,
 789, 822, & 992 OF THE EASTERN REGION

5, 79, 217, 270, 373, 385, 390, 402, 480, 512, 515, 519, 523,
 528, 549, 568, 577, 612, 657, 667, 728, 745, 878, 886, 891,
 920, 969, 988, & 991 OF THE SOUTHERN REGION

961 OF THE WESTERN REGION

RE: ABF FREIGHT SYSTEM, INC. - MULTI-REGION CHANGE OF OPERATIONS
 DECISION IN CASE NO. MR-CO-38-9/95

DEAR SISTERS AND BROTHERS:

FOLLOWING IS THE DECISION RENDERED BY THE MULTI-REGION CHANGE OF
 OPERATIONS COMMITTEE IN THE ABOVE REFERENCED CASE. UPON RECEIPT OF THIS
 DECISION PLEASE COPY AND DISTRIBUTE TO ALL ABF AND CAROLINA FREIGHT
 WORK SITES FOR IMMEDIATE POSTING:

THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE ADOPTED A MOTION THAT
 THE COMPANY'S PROPOSED CHANGE OF OPERATIONS BE APPROVED AS MODIFIED
 AND CLARIFIED BY THE COMPANY ON THE RECORD WITH THE FOLLOWING PROVISOS:

1. THIS CHANGE OF OPERATIONS INVOLVES A TRANSACTION WITHIN THE
 MEANING OF ARTICLE 5, SECTION 2(A)-(C) OF THE NMFA:
 - A. THE COMMITTEE DIRECTS THAT, IN ACCORDANCE WITH THE PROVISIONS
 OF ARTICLE 5, SECTION 2(A)-(C), ARTICLE 5, SECTION 3, AND
 ARTICLE 8, SECTION 6(G) OF THE NMFA, THE SENIORITY LISTS AT
 DOMICILES AND TERMINALS AFFECTED BY THIS CHANGE OF OPERATIONS
 SHALL BE GROUPED FOR DOVETAILING AS REFLECTED ON THE EXHIBITS
 CONTAINED IN THE PROPOSED CHANGE OF OPERATIONS, (AS CLARIFIED
 OR CORRECTED ON THE RECORD), AND AS PROVIDED IN ARTICLE 5,
 SECTION 2(C) OF THE NMFA. DOVETAILING APPLIES TO ALL
 BARGAINING UNIT EMPLOYEES AFFECTED BY COMBINING OR ELIMINATING

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ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW FACILITIES AND INCLUDES ALL MAINTENANCE AND OFFICE EMPLOYEES. EVERY FACILITY WHOSE WORK HAS BEEN MERGED WITH THE WORK OF ANOTHER FACILITY MUST BE GROUPED WITH THAT FACILITY. THIS PARAGRAPH DOES NOT APPLY TO LOCAL UNIONS 673, 705 AND 710 (DOCK AND OFFICE), WHICH ARE NOT SIGNATORY TO THE NMFA.

- B. DOVETAILING SHALL BE ACTIVE TO ACTIVE, INACTIVE TO INACTIVE, BY CLASSIFICATION. THOSE EMPLOYEES WHO WERE ON LETTER OF LAYOFF (OR THE EQUIVALENT THEREOF UNDER THOSE SUPPLEMENTS WHERE LETTERS OF LAYOFF ARE NOT UTILIZED) ON AUGUST 11, 1995, SHALL BE CONSIDERED AS INACTIVE FOR THE PURPOSES OF THIS DECISION, EVEN IF THEY HAVE BEEN USED FOR TEMPORARY WORK OR RECALLED PRIOR TO THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS. ANY EMPLOYEES LAID OFF AFTER AUGUST 11, 1995, BUT BEFORE THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS SHALL BE CONSIDERED TO BE ACTIVE AND SHALL RETAIN THEIR RESPECTIVE POSITIONS ON THE DOVETAILED ACTIVE LISTS. ANY EMPLOYEE ON LONG TERM DISABILITY SHALL BE CONSIDERED AS ACTIVE IF HIS SENIORITY DATE WOULD HAVE PUT HIM/HER ON THE ACTIVE LIST.
- C. A MASTER ACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE ACTIVE ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW AND WHO WERE LAID OFF AS A DIRECT RESULT OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS.

A MASTER INACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE IN LAYOFF STATUS ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW, REGARDLESS OF WHY THEY WERE LAID OFF.

AFTER IMPLEMENTATION, ANY ADDITIONAL JOB OPENINGS AT A ROAD DOMICILE WHERE EMPLOYEES IN EITHER POOL ARE ON LAYOFF SHALL BE OFFERED IN LINE OF SENIORITY TO SUCH EMPLOYEES FROM THAT DOMICILE, FIRST TO EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEN TO EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

JOB OPENINGS AT ANY DOMICILE OTHER THAN WHERE EMPLOYEES ARE PRESENTLY LAID OFF SHALL BE OFFERED FIRST, DURING THE WINDOW PERIOD, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEN, IF NOT FILLED, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

SUCCESSFUL BIDDERS SHALL RELINQUISH THEIR SENIORITY AT THEIR PRESENT ROAD DOMICILE UNDER THIS PROVISION AND SHALL BE DOVETAILED WITH THEIR CURRENT BIDDING SENIORITY DATE AT THE ROAD DOMICILE THEY BID. ALL OF THE PROVISIONS OF ARTICLE 8,

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SECTION 6 SHALL APPLY TO SUCH TRANSFER.

ANY EMPLOYEE IN EITHER POOL WHO REFUSES THE OFFER OF A WORK OPPORTUNITY UNDER THIS PROVISION SHALL NOT BE OFFERED A SECOND OPPORTUNITY TO TRANSFER BUT SHALL REMAIN ON THE LIST ONLY FOR RECALL TO HIS PRESENT ROAD DOMICILE.

2. THE WINDOW PERIOD SHALL BE FOR ONE (1) YEAR. THE COMMITTEE SHALL RETAIN JURISDICTION TO EXTEND THE WINDOW PERIOD IF CIRCUMSTANCES WARRANT. AS STATED BY ABF ON THE RECORD, THE WINDOW PERIOD SHALL ALSO APPLY TO FULL LOCAL CARTAGE POSITIONS THAT BECOME AVAILABLE AT LOCATIONS WHERE INSUFFICIENT WORK FOR A FULL POSITION WAS ORIGINALLY TRANSFERRED AT THE TIME OF IMPLEMENTATION OF THIS DECISION. ONLY LOCAL CARTAGE EMPLOYEES FROM THE LOCATION FROM WHICH THE WORK WAS ORIGINALLY TRANSFERRED SHALL BE ELIGIBLE TO FILL SUCH POSITIONS. THE PROVISIONS OF ARTICLE 8, SECTION 6 SHALL APPLY.
3. *KAW.P* PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS DECISION SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.
4. ANY REBIDDING SHALL BE HANDLED BY THE LOCAL UNION AND ABF.
5. SOUTHERN MODIFIED SENIORITY SHALL BE EXERCISED UPON IMPLEMENTATION OF THE CHANGE OF OPERATIONS.
6. AN EMPLOYEE REDOMICILING TO AN EASTERN REGION AREA DOMICILE POINT THAT MAINTAINS A SINGLE SENIORITY BOARD (I.E. COMBINATION ROAD AND LOCAL) SHALL REMAIN IN THAT JOB CLASSIFICATION WITH WHICH HE REDOMICILED FOR A PERIOD OF (1) ONE YEAR, UNLESS THE ANNUAL JOB BID AT THAT DOMICILE TAKES PLACE AT LEAST NINE (9) MONTHS AFTER REDOMICILE.
7. THE FOLLOWING PROVISIONS WILL APPLY TO ANY EMPLOYEE LAID-OFF AS A RESULT OF THIS CHANGE OF OPERATIONS AND TO ANY OTHER EMPLOYEE CURRENTLY LAID-OFF, AND TO ANY EMPLOYEE LAID OFF AFTER THIS CHANGE OF OPERATIONS, FOR THE LIFE OF THE 1994-1998 NMFA:
 - A. ABF AGREES TO EXTEND THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO ANY BARGAINING UNIT EMPLOYEE. ABF ALSO AGREES TO EXTEND THE RIGHT TO TRANSFER UNDER ARTICLE 5, SECTION 5 OF THE NMFA TO ANY ABF LOCATION IN THE CENTRAL, EASTERN AND SOUTHERN REGIONS, AS OPPOSED TO WITHIN THE REGIONAL AREA. TRANSFERS SHALL BE OFFERED ON THE BASIS OF BIDDING SENIORITY, BY CLASSIFICATION. THE COMMITTEE APPROVES THESE EXTENSIONS OF THE PROVISIONS OF ARTICLE 5, SECTION 5, AND AGREES THAT SUCH EXTENSIONS ARE LIMITED SOLELY TO THIS CHANGE OF OPERATIONS AND HAVE NO PRECEDENTIAL EFFECT.

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B. PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS PARAGRAPH SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.

8. QUALIFIED BIDDERS ON LONG TERM DISABILITY (LTD) AT THE TIME OF ANY BID SHALL BE ALLOWED TO BID. IF SUCCESSFUL LTD BIDDERS ARE UNABLE TO CLAIM THEIR BID ON THE DATE OF IMPLEMENTATION, A HOLD-DOWN BID WILL BE ALLOWED. THIS HOLD-DOWN BID WILL BE OFFERED TO THE REMAINING ACTIVE EMPLOYEES AT THE LTD'S CURRENT LOCATION AND CLASSIFICATION. THE SUCCESSFUL HOLD-DOWN BIDDER SHALL BE DOVETAILED. WHEN THE LTD RETURNS TO WORK AND CLAIMS HIS BID, THE "HOLD-DOWN" EMPLOYEE MAY EITHER REMAIN AT THE HOLD-DOWN LOCATION UNDER PROVISIONS OF ARTICLE 5, SECTION 5 WITH A BIDDING SENIORITY DATE CONSISTENT WITH THE DATE OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS OR RETURN TO HIS ORIGINAL LOCATION WITH HIS ORIGINAL BIDDING SENIORITY DATE. THE "HOLD-DOWN" EMPLOYEE MAY NOT RETURN TO A LOCATION WHERE THE CLASSIFICATION FROM WHICH HE BID HAS BEEN ELIMINATED.

ABF SHALL NOT BE RESPONSIBLE FOR THE MOVING EXPENSES OF THE EMPLOYEE FILLING THE HOLD-DOWN BID UNLESS AND UNTIL SUCH TIME AS IT IS DETERMINED THAT THE EMPLOYEE ON LTD WILL NEVER BE ABLE TO CLAIM HIS BID AND THE HOLD-DOWN BIDDER BECOMES A REGULAR PERMANENT EMPLOYEE AT THE HOLD-DOWN LOCATION.

9. IN RESPONSE TO THE QUESTION RAISED BY LOCAL UNION 41 ON THE RECORD, THE COMMITTEE SPECIFICALLY FINDS THAT ARTICLE 43, SECTION 1 OF THE CENTRAL STATES OVER-THE-ROAD AND LOCAL CARTAGE SUPPLEMENTS SHALL APPLY IN DETERMINING THE RECALL RIGHTS OF LAID-OFF EMPLOYEES.
10. INTERLINING SHALL BE HANDLED AS FOLLOWS:

- A. WHERE BOTH ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING TO SERVICE AN AREA, ABF MAY CONTINUE TO INTERLINE.
- B. WHERE ABF IS PRESENTLY SERVICING AN AREA WITH ITS OWN EMPLOYEES AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING INTO THAT AREA, ABF SHALL CONTINUE TO SERVICE THE AREA WITH ITS OWN EMPLOYEES.
- C. WHERE ABF IS PRESENTLY INTERLINING TO SERVICE AN AREA, AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE SERVICING THAT AREA WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA WITH ITS OWN EMPLOYEES.
- D. ABF AND THE LOCAL UNIONS SHALL MEET TO RESOLVE ANY DISPUTES ABOUT WHETHER INTERLINING IS JUSTIFIED IN THE SITUATIONS OUTLINED ABOVE. IF THE PARTIES FAIL TO RESOLVE THEIR DIFFERENCES, THE DISPUTE WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE. UNTIL THERE IS A FINAL DISPOSITION OF

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THE GRIEVANCE, INTERLINING SHALL CONTINUE IN SITUATIONS OUTLINED IN SUB-PARAGRAPH A, ABOVE, AND SHALL BE PROHIBITED IN SITUATIONS OUTLINED IN SUBPARAGRAPHS B AND C, ABOVE.

- E. WHERE ABF PROVIDED LOCAL CARTAGE SERVICE WITHIN A CITY WITH LOCAL CARTAGE/DRAYAGE SUBCONTRACTORS, AND CAROLINA FREIGHT CARRIERS/RED ARROW SERVICED THAT CITY WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA SOLELY WITH ITS OWN EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE AREA CURRENTLY SERVICED BY LOCAL UNION 707.
11. THE COMMITTEE FINDS WITH REGARD TO THE CINCINNATI, FLORENCE, AND DAYTON TERMINALS, THE FOLLOWING SHALL APPLY:

THE CAROLINA, FLORENCE, AND CINCINNATI TERMINAL SENIORITY LISTS SHALL BE DOVETAILED IN ACCORDANCE WITH CURRENT BIDDING SENIORITY.

DURING THE WINDOW PERIOD, THE FIRST THIRTEEN (13) POSITIONS ADDED TO THE DAYTON SENIORITY LIST SHALL BE OFFERED IN LINE OF SENIORITY TO THE CINCINNATI TERMINAL SENIORITY LIST AND THE SUCCESSFUL BIDDERS SHALL BE DOVETAILED.

12. THE COMMITTEE FINDS THAT THE ABF INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/95 WAS BASED ON ABF'S PRESENT AND PROPOSED INTERMODAL OPERATIONS AT THE TIME OF THE INTERMODAL HEARING, WHICH OCCURRED BEFORE THE MERGER INVOLVED IN THIS CHANGE OF OPERATIONS. THEREFORE, THE COMMITTEE REFERS TO THE NATIONAL INTERMODAL COMMITTEE THE QUESTION OF WHETHER THE CHANGE OF OPERATIONS APPROVED BY THE COMMITTEE IN THIS DECISION AFFECTS THE TERMS OF THE INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/95, AND IF SO, WHAT MODIFICATIONS SHOULD BE MADE.

AS LONG AS ANY DISPLACED ROAD DRIVER IS ON INVOLUNTARY LAYOFF STATUS AT DALLAS, TX, THE RESTRICTIONS OF ARTICLE 29, SECTION 1 OF THE NMFA (CLEAN AND DIRTY RULE) SHALL REPLACE THE RAILING AUTHORITY OF ARTICLE 29, SECTION 3 OF THE NMFA.

THE PROVISIONS OF ARTICLE 29, SECTION 1 SHALL APPLY TO ABF'S NEW CHICAGO ROAD DOMICILE.

13. THE COMMITTEE EXPRESSLY DISAPPROVES ABF'S PROPOSAL TO USE VENDORS TO PERFORM MAINTENANCE WORK WITH MAINTENANCE BARGAINING UNIT EMPLOYEES ON INVOLUNTARY LAYOFF STATUS. THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT OPERATIVE AT THE TIME OF THE CHANGE OF OPERATIONS SHALL CONTINUE IN EFFECT, INCLUDING THE CONTRACT'S SUBCONTRACTING PROVISIONS.
14. ABF SHALL PROTECT THE CAROTRANS WORK OPPORTUNITY PRESENTLY PERFORMED BY CAROLINA AT JACKSONVILLE, MIAMI, AND HOUSTON WITH ABF BARGAINING UNIT EMPLOYEES.
15. AS LONG AS ANY DISPLACED OVER-THE-ROAD DRIVER IS ON INVOLUNTARY

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LAYOFF STATUS AS A RESULT OF THIS CHANGE OF OPERATIONS, THE COMPANY, ONLY TO THE EXTENT ALLOWED BY AN APPLICABLE SUPPLEMENTAL AGREEMENT, MAY USE CITY DRIVERS TO RUN THE ROAD, BUT ONLY AT ESTABLISHED ROAD DOMICILES. THIS PRACTICE SHALL NOT VIOLATE THE ESTABLISHED ORDER OF CALL AT THE APPLICABLE ROAD DOMICILE.

16. EMPLOYEES WHO HAVE BEEN DISCHARGED, AND WHOSE DISCHARGE IS PENDING ADJUDICATION UNDER THE GRIEVANCE PROCEDURE, SHALL BE OFFERED THE OPPORTUNITY TO BID.
17. UNION AND NON-UNION OFFICE EMPLOYEES SHALL BE DOVETAILED AS SET OUT IN PARAGRAPH 1 OF THIS DECISION. THE UNION EMPLOYEES SHALL CONTINUE TO BE COVERED BY ALL PROVISIONS OF THEIR RESPECTIVE COLLECTIVE BARGAINING AGREEMENTS, INCLUDING BUT NOT LIMITED TO, WAGES AND BENEFITS. IN ANY CASE WHERE A FUND WILL NOT ACCEPT CONTRIBUTIONS FROM ABF FOR UNION EMPLOYEES, THE COMMITTEE WILL DETERMINE THE STEPS NECESSARY TO ASSURE THAT ABF PROVIDES BENEFITS EQUIVALENT TO THOSE PROVIDED TO SUCH EMPLOYEES BEFORE TRANSFER.
18. DOCK EMPLOYEES WHO ARE ADVERSELY AFFECTED BY THIS CHANGE OF OPERATIONS AND MUST BE CDL QUALIFIED IN ORDER TO TRANSFER AND ELECT TO BID, SHALL BE PROVIDED A 60-DAY PERIOD, COMMENCING SEPTEMBER 19, 1995, DURING WHICH PERIOD SUCH EMPLOYEES WILL EITHER BECOME CDL QUALIFIED OR FORFEIT ANY RIGHTS TO FILL THE BID UNDER THIS DECISION. DURING THIS PERIOD, ABF IS INSTRUCTED TO PROVIDE ADEQUATE EQUIPMENT AND TRAINING PERSONNEL TO COMPLY WITH THIS PARAGRAPH.
19. AS A RESULT OF LOCAL 25'S HAVING ATTAINED BARGAINING UNIT JURISDICTION AT THE BURLINGTON, MASSACHUSETTS FACILITY, WHICH RESULTS IN TWO FACILITIES BEING UNDER LOCAL UNION 25'S JURISDICTION, THE PROVISIONS OF ARTICLE 43, SECTION 1(A) OF THE CURRENT NEW ENGLAND SUPPLEMENTAL FREIGHT AGREEMENT SHALL APPLY.
20. THE COMMITTEE DIRECTS ABF TO GIVE THE LOCAL UNIONS FULL DETAILS CONCERNING ANY 401(K) PLAN COVERING CAROLINA FREIGHT CARRIERS OR RED ARROW EMPLOYEES AND TO KEEP IN EFFECT ANY SUCH PLAN, UNTIL ABF ESTABLISHES AN EQUIVALENT PLAN. THE COMMITTEE ALSO DIRECTS ABF TO PROVIDE THE LOCAL UNIONS FULL DETAILS REGARDING THE PRIOR PENSION PLAN FOR RED ARROW EMPLOYEES.
21. THE REQUEST OF LOCAL UNION 200 TO ALLOW A MEMBER TO EXERCISE COMPANY SENIORITY IS DENIED.
22. THE ISSUED RAISED BY LOCAL UNION 61 REGARDING THE APPLICABLE PEDDLE RADIUS FOR CITY DRIVERS (50 OR 75 MILES) IS REFERRED TO THE PARTIES FOR RESOLUTION. ANY DIFFERENCES WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE.
23. ABF'S REQUEST FOR A TRIAL PERIOD TO DETERMINE FREIGHT FLOW FOR BIDDING PURPOSES IS REFERRED BACK TO THE LOCAL UNIONS AND ABF

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FOR RESOLUTION, WITH BIDS TO BE POSTED WITHIN 60 DAYS OF IMPLEMENTATION, OR SOONER WHEREVER POSSIBLE.

24. THE COMMITTEE FINDS THAT THERE ARE NO CIRCUMSTANCES THAT WOULD ALLOW ANY EMPLOYEE WHO HAD RELOCATED UNDER A PREVIOUS CHANGE OF OPERATIONS DECISION OR UNDER THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO RETREAT TO THE EMPLOYEE'S FORMER TERMINAL/DOMICILE. ACCORDINGLY, THE REQUESTS BY THE VARIOUS LOCAL UNIONS TO ALLOW EMPLOYEES TO RETREAT ARE SPECIFICALLY DENIED.
25. THIS CHANGE OF OPERATIONS MAY BE IMPLEMENTED NO SOONER THAN SEPTEMBER 25, 1995.
26. THIS MULTI-REGION CHANGE OF OPERATIONS COMMITTEE SHALL RETAIN JURISDICTION ON ALL ISSUES THAT MAY ARISE UNDER THIS DECISION DURING THE TERM OF THE CONTRACT. ALL GRIEVANCES SHALL BE FILED WITH THE APPROPRIATE REGIONAL JOINT AREA COMMITTEE, TO BE HEARD BY THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE.

PLEASE SEND ACKNOWLEDGMENT OF THIS MESSAGE BY TITAN (TITAN TERMINAL ADDRESS: IUFD) OR FACSIMILE (TEL. 202/624-8722).

FRATEERNALLY,

DENNIS C. SKELTON, DIRECTOR
 NATIONAL FREIGHT DIVISION

- CC: - RON CAREY, CHAIRMAN, TNFINC
- CHUCK PISCITELLO, ASSISTANT DIRECTOR, NATIONAL FREIGHT DIVISION
 - FRANK BUSALACCHI, ACTING REGIONAL FREIGHT COORDINATOR
 CENTRAL REGION OF TEAMSTERS, C/O TEAMSTERS LOCAL UNION NO. 200
 - DANIEL W. SCHMIDT, REPRESENTATIVE, EASTERN REGION OF TEAMSTERS
 - FRANK HOPKINS, REGIONAL FREIGHT DIVISION COORDINATOR,
 SOUTHERN REGION OF TEAMSTERS, C/O ANNIE HOPKINS, SECRETARY, LOCAL
 UNION NO. 519
 - JIM ROBERTS, REGIONAL FREIGHT DIVISION COORDINATOR
 WESTERN REGION OF TEAMSTERS
 - BOB KNOX, THE GENERAL PRESIDENT'S PERSONAL REPRESENTATIVE
 CENTRAL REGION OF TEAMSTERS
 - JAMES A. MCCALL, IBT LEGAL DEPT.
 - RICK BANK, SPECIAL COUNSEL TO THE GENERAL PRESIDENT

PROPOSED SENIORITY APPLICATION

The following proposal is based on the general principle that employees who are dovetailed on the date of implementation are those who are bringing work load to follow, so that the list into which they dovetail should not be adversely affected based on the current economic levels.

At common terminal points for local cartage operations, the company will ascertain the work load that ABF can reasonably expect to retain at the time of combining employees. ABF will prepare a Master Active List of its employees and will then prepare a Master Active List of the Carolina employees and the Red Arrow employees, and all three lists will be based on the date this change is implemented. The Company will then offer job opportunity at ABF in numbers equivalent to the work load coming to ABF, by seniority, to the applicable Carolina or Red Arrow Master Active List and they shall be dovetailed into the ABF Master Active List. Those employees on the Carolina or Red Arrow Master Active List who are not offered job opportunity due to insufficient work load to transfer shall remain on such Master Active Seniority List and shall be offered work opportunity as it arises and when permanent job opportunity arises they shall be recalled and dovetailed.

The Company will also establish a Master Inactive List comprised of all employees on lay-off at ABF and Carolina or ABF and Red Arrow on the date this change is implemented. After the Master Active List set forth above has been exhausted, all future job opportunities shall be offered, in line of seniority, to the employees on the Master Inactive List and, upon proper recall, they shall be dovetailed into the Master Active List.

At all other ABF locations which involve Carolina or Red Arrow employees, the same general principle shall apply, i.e., only the number of Carolina or Red Arrow employees equivalent to actual work load transferred will be offered to the Carolina or Red Arrow Master Active List on the first day of the combined operations.

The same principle as outlined above shall apply to combining over-the-road seniority lists, office and/or maintenance groups, where appropriate, as well as to transfer opportunity involving any of those respective classifications.

Therefore, as a general rule:

Where only one (1) of the three (3) companies has a terminal location, the employees at that location will remain as they are. (See Exhibit "A" in the section on local cartage operations.)

Where there are dual facilities in any one location or area, the aforementioned seniority application will prevail. (See Exhibit "B" in the section on local cartage operations.)

(Where there are apparent exceptions to the general rule, these will be resolved in Exhibit "C" in the section on local cartage operations.)

8/24/95

Exhibit "A"
Employee Analysis (Single)
Local Cartage

Terminal		ABF Freight			Carolina/Red Arrow			Empl. Rqmts.
		Active	L/O	Total	Active	L/O	Total	
ABILENE	TX	2	0	2				2
AKRON	OH	15 1/8	0	15 1/8				15 1/8
ALEXANDRIA	LA	3	0	3				3
AMARILLO	TX	5	0	5				5
ASHTABULA	OH	3	1	4				4
BEAUMONT	TX	5	0	5				5
BENTON HARBOR	MI	3	0	3				3
BILOXI	MS	4	0	4				4
BINGHAMPTON	NY	7	0	7				7
BOWLING GREEN	KY	3	0	3				3
BROOKLYN PARK	MN	13	0	13				13
BROWNSVILLE	TX	4	0	4				4
BRYAN	OH	3	0	3				3
BUTLER	PA	4	0	4				4
CADILLAC	MI	3	0	3				3
CAMP HILL	PA	96	0	96				62
CANTON	OH	11	2	13	4	0	4	12 - EX 13
CAPE GIRARDEAU	MO	85	0 3	8				85
* CARLISLE	PA	328	0	328				296
CARLLS CORNER	NJ	1	0	1				1
CEDAR RAPIDS	IA	8	0	8				8
CHAMPAIGN	IL	4	0	4				4
CHARLESTON	SC	5	0	5				5
CHESTER	PA	21	0	21				21
COLUMBUS	NE	2	0	2				2
CORPUS CHRISTI	TX	2	0	2				2
DAYTON	OH	227	0	227				227
DECATUR	IL				4	2	6	0
DUBOIS	PA	4	0	4				4
DULUTH	MN	2	0	2				2
EAGAN	MN	20	0	20				20
EAU CLAIRE	WI	3	0	3				3
EFFINGHAM	IL	2	0	2				2
EL DORADO	AR	3	0	3				3
EL PASO	TX	15	0	15				15
ELGIN	IL	11	0	11				10 11
ELMIRA	NY	5	0	5				5
FAIRFIELD	IA	3	1	4				3
FAIRMONT	WV	4	0	4				4
FARGO	ND	3	0	3				3
FAYETTEVILLE	AR	8	0	8				8
FEDERALSBURG	MD	5	0	5	5	0	5	5 - EX 13
FLORENCE	KY				5	0	5	0
FT. SMITH	AR	11	0	11				11
GRAND ISLAND	NE	4	0	4				4

THOMAS VINSON
VICE PRESIDENT
ANDREW C. REILEY
RECORDING SECRETARY
MELVIN HARRIS
TRUSTEE
TERRY L. KING
TRUSTEE
JEANETTE WATERS
TRUSTEE

Local Union No. 776

AFFILIATED WITH THE
International Brotherhood of Teamsters
2552 JEFFERSON STREET
HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT
DALE H. CRUM
SECRETARY TREASURER AND BUSINESS AGENT

B
BUSINESS AGENTS

JOHN L. FOGLE
CARLOS N. RAMOS, II
CHARLES SHUGHART
GEORGE F. SMART, SR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

October 12, 1995

Dear Carolina Employee:

This letter is important. Please take the time to read it.

Surely you're aware that ABF and Carolina Freight recently merged their operations. Because of that merger, a change of operations was held on September 14/15, 1995.

As a result of the decision from the change of operations committee, the Carolina employees who are laid off at Carlisle, Pa will have certain rights to future work opportunities with ABF. Article 5, Section 5 of the NMFA addresses those rights. Those work opportunities will be offered to laid off Carolina employees in seniority order. However, it is necessary that you notify ABF in writing of your desire to be offered available work.

Enclosed is a form letter and an envelope. If you desire to be offered available work, you must complete the letter and mail it to ABF as soon as possible. If you desire, you may also draft your own letter instead of using the form letter. It is your choice to send the letter via regular mail or certified mail. In either case, I suggest that you keep a copy of the letter as your file copy.

You should mail the letter to ABF today. On October 16, 1995, the Company will begin compiling the list of employees who desire available work.

If you have any questions, please feel welcome to contact us.

Sincerely,

Charles Shughart
Business Agent

EXHIBIT

Bechtel-4

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C

ABF
EMPLOYER BRIEF

EASTERN REGION JOINT AREA COMMITTEE
CASE NO. C-149-00
ABF CASE NO. 042-040-MR-00
LOCAL UNION 776 VS ABF (RICKEY BECHTEL)

The Union is claiming a violation of Article 5, Section 2 of the NMFA. They have not provided the Company with any date for this alleged violation.

I have attached a copy of the article in question. This article deals with "MERGERS OF COMPANIES-GENERAL". Specifically Section 2 (c) reads in part "IN THE APPLICATION OF THIS SECTION, WHEN TERMINALS OR OPERATIONS OF TWO (2) OR MORE COMPANIES ARE COMBINED, AS REFERRED TO ABOVE, THE FOLLOWING GENERAL RULES SHALL BE APPLIED BY THE EMPLOYER AND THE LOCAL UNIONS".

In this case there was no merger of terminals in the Carlisle, PA area. Carolina had closed their Carlisle terminal 5 months before the ABF, Carolina, Red Arrow, Change of Operations. This fact is not in dispute.

Attached is a copy of that Change decision (MR-CO-38-9/95). I would like to review Item #1 A with the Committee. As you can see it is very specific about combining terminals and seniority list affected by this Change. It further reads "EVERY FACICILY WHOSE WORK HAS BEEN MERGED WITH THE WORK OF ANOTHER FACILITY".

Also attached are copies of pages V and -2- of that Change. There is no reference to any Carolina facility in Carlisle, PA because none existed at the time of the Change.

On October 12, 1995 the Union sent the attached letter to all Carolina employees layed off when Carolina closed the Carlisle, PA terminal. This letter reviews the rights of these employees concerning the ABF, Carolina,

Red Arrow Change decision. I would like to review that letter with the Committee.

There was no merger of terminals in Carlisle, PA and Article 5, Section 2 has no application. We respectfully request the claim of the Union be denied.

Article 5, Section 1

ARTICLE 5.

Section 1. Seniority Rights

(a) The application of seniority which has been accrued herein shall be established in the Supplemental Agreements.

(b) Seniority shall be broken only by discharge, voluntary quit, retirement, or more than a five (5) - year layoff.

(c) This Section shall apply to all Supplemental Agreements.

Section 2. Mergers of Companies-General

(a) In the event the Employer is a party to a merger of lines, seniority of the employees who are affected thereby shall be determined by mutual agreement between the Employer and the Local Unions involved.

In the application of this Section, it is immaterial whether the transaction is called a merger, purchase, acquisition, sale, etc. Further, it is also immaterial whether the transaction involves merely the purchase of stock of one (1) corporation by another, with two (2) separate corporations continuing in existence.

(b) If such merger of companies results in the combination of terminals or over-the-road operations, a change of operations shall be submitted to the Co-Chairmen of the National Grievance Committee for assignment to an appropriate Change of Operations Committee established pursuant to Article 8, Section 6. The Change of Operations Committee shall retain jurisdiction for one (1) year after the effective date of the Committee decision and shall have the authority to amend its decision in the event of a substantial change in the amount of work to be performed at the terminals or over-the-road operations which were combined.

Combining of Terminals or Operations as a Result of Merger of Companies

(c) In the application of this Section, when terminals or operations of two (2) or more companies are combined, as referred to above, the following general rules shall be applied by the Employer and the Local Unions, which general rules are subject to modification pursuant to the provisions of Section 4 of this Article:

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THE PRINCIPAL OFFICERS OF THE FOLLOWING LOCAL UNIONS:

7, 20, 24, 26, 40, 41, 43, 50, 75, 89, 92, 100, 116, 120, 135,
 147, 160, 164, 200, 215, 236, 238, 245, 279, 299, 301, 325, 332,
 339, 346, 364, 371, 377, 406, 407, 413, 414, 460, 534, 544, 554, 563,
 574, 580, 600, 614, 627, 637, 651, 662, 673, 688, 695, 696, 697, 705,
 710, 722, 749, 795, 823, 833, 908, 916, & 957 OF THE CENTRAL REGION

22, 25, 28, 29, 30, 42, 59, 61, 71, 107, 110, 118, 170, 171,
 175, 182, 191, 229, 249, 251, 294, 312, 317, 340, 355, 375,
 384, 391, 397, 401, 404, 429, 430, 437, 443, 445, 449, 470,
 493, 500, 509, 529, 538, 557, 560, 592, 597, 633, 639, 649,
 653, 671, 676, 677, 687, 693, 701, 707, 764, 771, 773, 776,
 789, 822, & 992 OF THE EASTERN REGION

5, 79, 217, 270, 373, 385, 390, 402, 480, 512, 515, 519, 523,
 528, 549, 568, 577, 612, 657, 667, 728, 745, 878, 886, 891,
 920, 969, 988, & 991 OF THE SOUTHERN REGION

961 OF THE WESTERN REGION

ABF FREIGHT SYSTEM, INC. - MULTI-REGION CHANGE OF OPERATIONS
 DECISION IN CASE NO. MR-CO-38-9/95

MR SISTERS AND BROTHERS:

FOLLOWING IS THE DECISION RENDERED BY THE MULTI-REGION CHANGE OF
 OPERATIONS COMMITTEE IN THE ABOVE REFERENCED CASE. UPON RECEIPT OF THIS
 DECISION PLEASE COPY AND DISTRIBUTE TO ALL ABF AND CAROLINA FREIGHT
 WORK SITES FOR IMMEDIATE POSTING:

THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE ADOPTED A MOTION THAT
 THE COMPANY'S PROPOSED CHANGE OF OPERATIONS BE APPROVED AS MODIFIED
 AND CLARIFIED BY THE COMPANY ON THE RECORD WITH THE FOLLOWING PROVISOS:

THIS CHANGE OF OPERATIONS INVOLVES A TRANSACTION WITHIN THE
 MEANING OF ARTICLE 5, SECTION 2(A)-(C) OF THE NMFA:

- A. THE COMMITTEE DIRECTS THAT, IN ACCORDANCE WITH THE PROVISIONS
 OF ARTICLE 5, SECTION 2(A)-(C), ARTICLE 5, SECTION 3, AND
 ARTICLE 8, SECTION 6(B) OF THE NMFA, THE SENIORITY LISTS AT
 DOMICILES AND TERMINALS AFFECTED BY THIS CHANGE OF OPERATIONS
 SHALL BE GROUPED FOR DOVETAILING AS REFLECTED ON THE EXHIBITS
 CONTAINED IN THE PROPOSED CHANGE OF OPERATIONS, (AS CLARIFIED
 OR CORRECTED ON THE RECORD), AND AS PROVIDED IN ARTICLE 5,
 SECTION 2(C) OF THE NMFA. DOVETAILING APPLIES TO ALL
 BARGAINING UNIT EMPLOYEES AFFECTED BY COMBINING OR ELIMINATING

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ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW FACILITIES AND INCLUDES ALL MAINTENANCE AND OFFICE EMPLOYEES. EVERY FACILITY WHOSE WORK HAS BEEN MERGED WITH THE WORK OF ANOTHER FACILITY MUST BE GROUPED WITH THAT FACILITY. THIS PARAGRAPH DOES NOT APPLY TO LOCAL UNIONS 673, 705 AND 710 (DOCK AND OFFICE), WHICH ARE NOT SIGNATORY TO THE NMFA.

- B. DOVETAILING SHALL BE ACTIVE TO ACTIVE, INACTIVE TO INACTIVE, BY CLASSIFICATION. THOSE EMPLOYEES WHO WERE ON LETTER OF LAYOFF (OR THE EQUIVALENT THEREOF UNDER THOSE SUPPLEMENTS WHERE LETTERS OF LAYOFF ARE NOT UTILIZED) ON AUGUST 11, 1995, SHALL BE CONSIDERED AS INACTIVE FOR THE PURPOSES OF THIS DECISION, EVEN IF THEY HAVE BEEN USED FOR TEMPORARY WORK OR RECALLED PRIOR TO THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS. ANY EMPLOYEES LAID OFF AFTER AUGUST 11, 1995, BUT BEFORE THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS SHALL BE CONSIDERED TO BE ACTIVE AND SHALL RETAIN THEIR RESPECTIVE POSITIONS ON THE DOVETAILED ACTIVE LISTS. ANY EMPLOYEE ON LONG TERM DISABILITY SHALL BE CONSIDERED AS ACTIVE IF HIS SENIORITY DATE WOULD HAVE PUT HIM/HER ON THE ACTIVE LIST.
- C. A MASTER ACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE ACTIVE ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW AND WHO WERE LAID OFF AS A DIRECT RESULT OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS.

A MASTER INACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE IN LAYOFF STATUS ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW, REGARDLESS OF WHY THEY WERE LAID OFF.

AFTER IMPLEMENTATION, ANY ADDITIONAL JOB OPENINGS AT A ROAD DOMICILE WHERE EMPLOYEES IN EITHER POOL ARE ON LAYOFF SHALL BE OFFERED IN LINE OF SENIORITY TO SUCH EMPLOYEES FROM THAT DOMICILE, FIRST TO EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEM TO EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

JOB OPENINGS AT ANY DOMICILE OTHER THAN WHERE EMPLOYEES ARE PRESENTLY LAID OFF SHALL BE OFFERED FIRST, DURING THE WINDOW PERIOD, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEN, IF NOT FILLED, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

SUCCESSFUL BIDDERS SHALL RELINQUISH THEIR SENIORITY AT THEIR PRESENT ROAD DOMICILE UNDER THIS PROVISION AND SHALL BE DOVETAILED WITH THEIR CURRENT BIDDING SENIORITY DATE AT THE ROAD DOMICILE THEY BID. ALL OF THE PROVISIONS OF ARTICLE 8,

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SECTION 6 SHALL APPLY TO SUCH TRANSFER.

ANY EMPLOYEE IN EITHER POOL WHO REFUSES THE OFFER OF A WORK OPPORTUNITY UNDER THIS PROVISION SHALL NOT BE OFFERED A SECOND OPPORTUNITY TO TRANSFER BUT SHALL REMAIN ON THE LIST ONLY FOR RECALL TO HIS PRESENT ROAD DOMICILE.

THE WINDOW PERIOD SHALL BE FOR ONE (1) YEAR. THE COMMITTEE SHALL RETAIN JURISDICTION TO EXTEND THE WINDOW PERIOD IF CIRCUMSTANCES WARRANT. AS STATED BY ABF ON THE RECORD, THE WINDOW PERIOD SHALL ALSO APPLY TO FULL LOCAL CARTAGE POSITIONS THAT BECOME AVAILABLE AT LOCATIONS WHERE INSUFFICIENT WORK FOR A FULL POSITION WAS ORIGINALLY TRANSFERRED AT THE TIME OF IMPLEMENTATION OF THIS DECISION. ONLY LOCAL CARTAGE EMPLOYEES FROM THE LOCATION FROM WHICH THE WORK WAS ORIGINALLY TRANSFERRED SHALL BE ELIGIBLE TO FILL SUCH POSITIONS. THE PROVISIONS OF ARTICLE 8, SECTION 6 SHALL APPLY.

W.P. PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS DECISION SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.

ANY REBIDDING SHALL BE HANDLED BY THE LOCAL UNION AND ABF.

SOUTHERN MODIFIED SENIORITY SHALL BE EXERCISED UPON IMPLEMENTATION OF THE CHANGE OF OPERATIONS.

AN EMPLOYEE REDOMICILING TO AN EASTERN REGION AREA DOMICILE POINT THAT MAINTAINS A SINGLE SENIORITY BOARD (I.E. COMBINATION ROAD AND LOCAL) SHALL REMAIN IN THAT JOB CLASSIFICATION WITH WHICH HE REDOMICILED FOR A PERIOD OF (1) ONE YEAR, UNLESS THE ANNUAL JOB BID AT THAT DOMICILE TAKES PLACE AT LEAST NINE (9) MONTHS AFTER REDOMICILE.

THE FOLLOWING PROVISIONS WILL APPLY TO ANY EMPLOYEE LAID-OFF AS A RESULT OF THIS CHANGE OF OPERATIONS AND TO ANY OTHER EMPLOYEE CURRENTLY LAID-OFF, AND TO ANY EMPLOYEE LAID OFF AFTER THIS CHANGE OF OPERATIONS, FOR THE LIFE OF THE 1994-1998 NMFA:

- A. ABF AGREES TO EXTEND THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO ANY BARGAINING UNIT EMPLOYEE. ABF ALSO AGREES TO EXTEND THE RIGHT TO TRANSFER UNDER ARTICLE 5, SECTION 5 OF THE NMFA TO ANY ABF LOCATION IN THE CENTRAL, EASTERN AND SOUTHERN REGIONS, AS OPPOSED TO WITHIN THE REGIONAL AREA. TRANSFERS SHALL BE OFFERED ON THE BASIS OF BIDDING SENIORITY, BY CLASSIFICATION. THE COMMITTEE APPROVES THESE EXTENSIONS OF THE PROVISIONS OF ARTICLE 5, SECTION 5, AND AGREES THAT SUCH EXTENSIONS ARE LIMITED SOLELY TO THIS CHANGE OF OPERATIONS AND HAVE NO PRECEDENTIAL EFFECT.

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B. PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS PARAGRAPH SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.

8. QUALIFIED BIDDERS ON LONG TERM DISABILITY (LTD) AT THE TIME OF ANY BID SHALL BE ALLOWED TO BID. IF SUCCESSFUL LTD BIDDERS ARE UNABLE TO CLAIM THEIR BID ON THE DATE OF IMPLEMENTATION, A HOLD-DOWN BID WILL BE ALLOWED. THIS HOLD-DOWN BID WILL BE OFFERED TO THE REMAINING ACTIVE EMPLOYEES AT THE LTD'S CURRENT LOCATION AND CLASSIFICATION. THE SUCCESSFUL HOLD-DOWN BIDDER SHALL BE DOVETAILED. WHEN THE LTD RETURNS TO WORK AND CLAIMS HIS BID, THE "HOLD-DOWN" EMPLOYEE MAY EITHER REMAIN AT THE HOLD-DOWN LOCATION UNDER PROVISIONS OF ARTICLE 5, SECTION 5 WITH A BIDDING SENIORITY DATE CONSISTENT WITH THE DATE OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS OR RETURN TO HIS ORIGINAL LOCATION WITH HIS ORIGINAL BIDDING SENIORITY DATE. THE "HOLD-DOWN" EMPLOYEE MAY NOT RETURN TO A LOCATION WHERE THE CLASSIFICATION FROM WHICH HE BID HAS BEEN ELIMINATED.

ABF SHALL NOT BE RESPONSIBLE FOR THE MOVING EXPENSES OF THE EMPLOYEE FILLING THE HOLD-DOWN BID UNLESS AND UNTIL SUCH TIME AS IT IS DETERMINED THAT THE EMPLOYEE ON LTD WILL NEVER BE ABLE TO CLAIM HIS BID AND THE HOLD-DOWN BIDDER BECOMES A REGULAR PERMANENT EMPLOYEE AT THE HOLD-DOWN LOCATION.

9. IN RESPONSE TO THE QUESTION RAISED BY LOCAL UNION 41 ON THE RECORD, THE COMMITTEE SPECIFICALLY FINDS THAT ARTICLE 43, SECTION 1 OF THE CENTRAL STATES OVER-THE-ROAD AND LOCAL CARTAGE SUPPLEMENTS SHALL APPLY IN DETERMINING THE RECALL RIGHTS OF LAID-OFF EMPLOYEES.

10. INTERLINING SHALL BE HANDLED AS FOLLOWS:

- A. WHERE BOTH ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING TO SERVICE AN AREA, ABF MAY CONTINUE TO INTERLINE.
- B. WHERE ABF IS PRESENTLY SERVICING AN AREA WITH ITS OWN EMPLOYEES AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING INTO THAT AREA, ABF SHALL CONTINUE TO SERVICE THE AREA WITH ITS OWN EMPLOYEES.
- C. WHERE ABF IS PRESENTLY INTERLINING TO SERVICE AN AREA, AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE SERVICING THAT AREA WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA WITH ITS OWN EMPLOYEES.
- D. ABF AND THE LOCAL UNIONS SHALL MEET TO RESOLVE ANY DISPUTES ABOUT WHETHER INTERLINING IS JUSTIFIED IN THE SITUATIONS OUTLINED ABOVE. IF THE PARTIES FAIL TO RESOLVE THEIR DIFFERENCES, THE DISPUTE WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE. UNTIL THERE IS A FINAL DISPOSITION OF

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THE GRIEVANCE, INTERLINING SHALL CONTINUE IN SITUATIONS OUTLINED IN SUB-PARAGRAPH A, ABOVE, AND SHALL BE PROHIBITED IN SITUATIONS OUTLINED IN SUBPARAGRAPHS B AND C, ABOVE.

- E. WHERE ABF PROVIDED LOCAL CARTAGE SERVICE WITHIN A CITY WITH LOCAL CARTAGE/DRAYAGE SUBCONTRACTORS, AND CAROLINA FREIGHT CARRIERS/RED ARROW SERVICED THAT CITY WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA SOLELY WITH ITS OWN EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE AREA CURRENTLY SERVICED BY LOCAL UNION 707.
11. THE COMMITTEE FINDS WITH REGARD TO THE CINCINNATI, FLORENCE, AND DAYTON TERMINALS, THE FOLLOWING SHALL APPLY:

THE CAROLINA, FLORENCE, AND CINCINNATI TERMINAL SENIORITY LISTS SHALL BE DOVETAILED IN ACCORDANCE WITH CURRENT BIDDING SENIORITY.

DURING THE WINDOW PERIOD, THE FIRST THIRTEEN (13) POSITIONS ADDED TO THE DAYTON SENIORITY LIST SHALL BE OFFERED IN LINE OF SENIORITY TO THE CINCINNATI TERMINAL SENIORITY LIST AND THE SUCCESSFUL BIDDERS SHALL BE DOVETAILED.

12. THE COMMITTEE FINDS THAT THE ABF INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/95 WAS BASED ON ABF'S PRESENT AND PROPOSED INTERMODAL OPERATIONS AT THE TIME OF THE INTERMODAL HEARING, WHICH OCCURRED BEFORE THE MERGER INVOLVED IN THIS CHANGE OF OPERATIONS. THEREFORE, THE COMMITTEE REFERS TO THE NATIONAL INTERMODAL COMMITTEE THE QUESTION OF WHETHER THE CHANGE OF OPERATIONS APPROVED BY THE COMMITTEE IN THIS DECISION AFFECTS THE TERMS OF THE INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/95, AND IF SO, WHAT MODIFICATIONS SHOULD BE MADE.

AS LONG AS ANY DISPLACED ROAD DRIVER IS ON INVOLUNTARY LAYOFF STATUS AT DALLAS, TX, THE RESTRICTIONS OF ARTICLE 29, SECTION 1 OF THE NMFA (CLEAN AND DIRTY RULE) SHALL REPLACE THE RAILING AUTHORITY OF ARTICLE 29, SECTION 3 OF THE NMFA.

THE PROVISIONS OF ARTICLE 29, SECTION 1 SHALL APPLY TO ABF'S NEW CHICAGO ROAD DOMICILE.

13. THE COMMITTEE EXPRESSLY DISAPPROVES ABF'S PROPOSAL TO USE VENDORS TO PERFORM MAINTENANCE WORK WITH MAINTENANCE BARGAINING UNIT EMPLOYEES ON INVOLUNTARY LAYOFF STATUS. THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT OPERATIVE AT THE TIME OF THE CHANGE OF OPERATIONS SHALL CONTINUE IN EFFECT, INCLUDING THE CONTRACT'S SUBCONTRACTING PROVISIONS.
14. ABF SHALL PROTECT THE CAROTRANS WORK OPPORTUNITY PRESENTLY PERFORMED BY CAROLINA AT JACKSONVILLE, MIAMI, AND HOUSTON WITH ABF BARGAINING UNIT EMPLOYEES.
15. AS LONG AS ANY DISPLACED OVER-THE-ROAD DRIVER IS ON INVOLUNTARY

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LAYOFF STATUS AS A RESULT OF THIS CHANGE OF OPERATIONS, THE COMPANY, ONLY TO THE EXTENT ALLOWED BY AN APPLICABLE SUPPLEMENTAL AGREEMENT, MAY USE CITY DRIVERS TO RUN THE ROAD, BUT ONLY AT ESTABLISHED ROAD DOMICILES. THIS PRACTICE SHALL NOT VIOLATE THE ESTABLISHED ORDER OF CALL AT THE APPLICABLE ROAD DOMICILE.

16. EMPLOYEES WHO HAVE BEEN DISCHARGED, AND WHOSE DISCHARGE IS PENDING ADJUDICATION UNDER THE GRIEVANCE PROCEDURE, SHALL BE OFFERED THE OPPORTUNITY TO BID.
17. UNION AND NON-UNION OFFICE EMPLOYEES SHALL BE DOVETAILED AS SET OUT IN PARAGRAPH 1 OF THIS DECISION. THE UNION EMPLOYEES SHALL CONTINUE TO BE COVERED BY ALL PROVISIONS OF THEIR RESPECTIVE COLLECTIVE BARGAINING AGREEMENTS, INCLUDING BUT NOT LIMITED TO, WAGES AND BENEFITS. IN ANY CASE WHERE A FUND WILL NOT ACCEPT CONTRIBUTIONS FROM ABF FOR UNION EMPLOYEES, THE COMMITTEE WILL DETERMINE THE STEPS NECESSARY TO ASSURE THAT ABF PROVIDES BENEFITS EQUIVALENT TO THOSE PROVIDED TO SUCH EMPLOYEES BEFORE TRANSFER.
18. DOCK EMPLOYEES WHO ARE ADVERSELY AFFECTED BY THIS CHANGE OF OPERATIONS AND MUST BE CDL QUALIFIED IN ORDER TO TRANSFER AND ELECT TO BID, SHALL BE PROVIDED A 60-DAY PERIOD, COMMENCING SEPTEMBER 19, 1995, DURING WHICH PERIOD SUCH EMPLOYEES WILL EITHER BECOME CDL QUALIFIED OR FORFEIT ANY RIGHTS TO FILL THE BID UNDER THIS DECISION. DURING THIS PERIOD, ABF IS INSTRUCTED TO PROVIDE ADEQUATE EQUIPMENT AND TRAINING PERSONNEL TO COMPLY WITH THIS PARAGRAPH.
19. AS A RESULT OF LOCAL 25'S HAVING ATTAINED BARGAINING UNIT JURISDICTION AT THE BURLINGTON, MASSACHUSETTS FACILITY, WHICH RESULTS IN TWO FACILITIES BEING UNDER LOCAL UNION 25'S JURISDICTION, THE PROVISIONS OF ARTICLE 43, SECTION 1(A) OF THE CURRENT NEW ENGLAND SUPPLEMENTAL FREIGHT AGREEMENT SHALL APPLY.
20. THE COMMITTEE DIRECTS ABF TO GIVE THE LOCAL UNIONS FULL DETAILS CONCERNING ANY 401(K) PLAN COVERING CAROLINA FREIGHT CARRIERS OR RED ARROW EMPLOYEES AND TO KEEP IN EFFECT ANY SUCH PLAN, UNTIL ABF ESTABLISHES AN EQUIVALENT PLAN. THE COMMITTEE ALSO DIRECTS ABF TO PROVIDE THE LOCAL UNIONS FULL DETAILS REGARDING THE PRIOR PENSION PLAN FOR RED ARROW EMPLOYEES.
21. THE REQUEST OF LOCAL UNION 200 TO ALLOW A MEMBER TO EXERCISE COMPANY SENIORITY IS DENIED.
22. THE ISSUED RAISED BY LOCAL UNION 61 REGARDING THE APPLICABLE PEDDLE RADIUS FOR CITY DRIVERS (50 OR 75 MILES) IS REFERRED TO THE PARTIES FOR RESOLUTION. ANY DIFFERENCES WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE.
23. ABF'S REQUEST FOR A TRIAL PERIOD TO DETERMINE FREIGHT FLOW FOR BIDDING PURPOSES IS REFERRED BACK TO THE LOCAL UNIONS AND ABF

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FOR RESOLUTION, WITH BIDS TO BE POSTED WITHIN 60 DAYS OF IMPLEMENTATION, OR SOONER WHEREVER POSSIBLE.

24. THE COMMITTEE FINDS THAT THERE ARE NO CIRCUMSTANCES THAT WOULD ALLOW ANY EMPLOYEE WHO HAD RELOCATED UNDER A PREVIOUS CHANGE OF OPERATIONS DECISION OR UNDER THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO RETREAT TO THE EMPLOYEE'S FORMER TERMINAL/DOMICILE. ACCORDINGLY, THE REQUESTS BY THE VARIOUS LOCAL UNIONS TO ALLOW EMPLOYEES TO RETREAT ARE SPECIFICALLY DENIED.
25. THIS CHANGE OF OPERATIONS MAY BE IMPLEMENTED NO SOONER THAN SEPTEMBER 25, 1995.
26. THIS MULTI-REGION CHANGE OF OPERATIONS COMMITTEE SHALL RETAIN JURISDICTION ON ALL ISSUES THAT MAY ARISE UNDER THIS DECISION DURING THE TERM OF THE CONTRACT. ALL GRIEVANCES SHALL BE FILED WITH THE APPROPRIATE REGIONAL JOINT AREA COMMITTEE, TO BE HEARD BY THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE.

PLEASE SEND ACKNOWLEDGMENT OF THIS MESSAGE BY TITAN (TITAN TERMINAL ADDRESS: IUFD) OR FACSIMILE (TEL. 202/624-8722).

FRATERNALLY,

DENNIS C. SKELTON, DIRECTOR
 NATIONAL FREIGHT DIVISION

- CC: - RON CAREY, CHAIRMAN, TNFNC
- CHUCK PISCITELLO, ASSISTANT DIRECTOR, NATIONAL FREIGHT DIVISION
 - FRANK BUSALACCHI, ACTING REGIONAL FREIGHT COORDINATOR
 CENTRAL REGION OF TEAMSTERS, C/O TEAMSTERS LOCAL UNION NO. 200
 - DANIEL W. SCHMIDT, REPRESENTATIVE, EASTERN REGION OF TEAMSTERS
 - FRANK HOPKINS, REGIONAL FREIGHT DIVISION COORDINATOR,
 SOUTHERN REGION OF TEAMSTERS, C/O ANNIE HOPKINS, SECRETARY, LOCAL
 UNION NO. 519
 - JIM ROBERTS, REGIONAL FREIGHT DIVISION COORDINATOR
 WESTERN REGION OF TEAMSTERS
 - BOB KNOX, THE GENERAL PRESIDENT'S PERSONAL REPRESENTATIVE
 CENTRAL REGION OF TEAMSTERS
 - JAMES A. MCCALL, IBT LEGAL DEPT.
 - RICK BANK, SPECIAL COUNSEL TO THE GENERAL PRESIDENT

PROPOSED SENIORITY APPLICATION

The following proposal is based on the general principle that employees who are dovetailed on the date of implementation are those who are bringing work load to follow, so that the list into which they dovetail should not be adversely affected based on the current economic levels.

At common terminal points for local cartage operations, the company will ascertain the work load that ABF can reasonably expect to retain at the time of combining employees. ABF will prepare a Master Active List of its employees and will then prepare a Master Active List of the Carolina employees and the Red Arrow employees, and all three lists will be based on the date this change is implemented. The Company will then offer job opportunity at ABF in numbers equivalent to the work load coming to ABF, by seniority, to the applicable Carolina or Red Arrow Master Active List and they shall be dovetailed into the ABF Master Active List. Those employees on the Carolina or Red Arrow Master Active List who are not offered job opportunity due to insufficient work load to transfer shall remain on such Master Active Seniority List and shall be offered work opportunity as it arises and when permanent job opportunity arises they shall be recalled and dovetailed.

The Company will also establish a Master Inactive List comprised of all employees on lay-off at ABF and Carolina or ABF and Red Arrow on the date this change is implemented. After the Master Active List set forth above has been exhausted, all future job opportunities shall be offered, in line of seniority, to the employees on the Master Inactive List and, upon proper recall, they shall be dovetailed into the Master Active List.

At all other ABF locations which involve Carolina or Red Arrow employees, the same general principle shall apply, i.e., only the number of Carolina or Red Arrow employees equivalent to actual work load transferred will be offered to the Carolina or Red Arrow Master Active List on the first day of the combined operations.

The same principle as outlined above shall apply to combining over-the-road seniority lists, office and/or maintenance groups, where appropriate, as well as to transfer opportunity involving any of those respective classifications.

Therefore, as a general rule:

Where only one (1) of the three (3) companies has a terminal location, the employees at that location will remain as they are. (See Exhibit "A" in the section on local cartage operations.)

Where there are dual facilities in any one location or area, the aforementioned seniority application will prevail. (See Exhibit "B" in the section on local cartage operations.)

Where there are apparent exceptions to the general rule, these will be resolved in Exhibit "C" in the section on local cartage operations.

8/24/95

Exhibit "A"
Employee Analysis (Single)
Local Cartage

Terminal		ABF Freight			Carolina/Red Arrow			Empl. Rqmts.
		Active	L/O	Total	Active	L/O	Total	
ABILENE	TX	2	0	2				2
AKRON	OH	19 1/8	0	19 1/8				19 1/8
ALEXANDRIA	LA	3	0	3				3
AMARILLO	TX	5	0	5				5
ASHTABULA	OH	3	1	4				4
BEAUMONT	TX	5	0	5				5
BENTON HARBOR	MI	3	0	3				3
BILOXI	MS	4	0	4				4
BINGHAMPTON	NY	7	0	7				7
BOWLING GREEN	KY	3	0	3				3
BROOKLYN PARK	MN	13	0	13				13
BROWNSVILLE	TX	4	0	4				4
BRYAN	OH	3	0	3				3
BUTLER	PA	4	0	4				4
CADILLAC	MI	3	0	3				3
CAMP HILL	PA	96	0	96				62
CANTON	OH	11	2	13	4	0	4	12 - EX #8
CAPE GIRARDEAU	MO	85	0 3	8				85
* CARLISLE	PA	328	0	328				296
CARLLS CORNER	NJ	1	0	1				1
CEDAR RAPIDS	IA	8	0	8				8
CHAMPAIGN	IL	4	0	4				4
CHARLESTON	SC	5	0	5				5
CHESTER	PA	21	0	21				21
COLUMBUS	NE	2	0	2				2
CORPUS CHRISTI	TX	2	0	2				2
DAYTON	OH	227	0	227				227
DECATUR	IL				4	2	6	0
DUBOIS	PA	4	0	4				4
DULUTH	MN	2	0	2				2
EAGAN	MN	20	0	20				20
EAU CLAIRE	WI	3	0	3				3
EFFINGHAM	IL	2	0	2				2
EL DORADO	AR	3	0	3				3
EL PASO	TX	15	0	15				15
ELGIN	IL	11	0	11				10 11
ELMIRA	NY	5	0	5				5
FAIRFIELD	IA	3	1	4				3
FAIRMONT	WV	4	0	4				4
FARGO	ND	3	0	3				3
FAYETTEVILLE	AR	8	0	8				8
FEDERALSBURG	MD	5	0	5	5	0	5	5 - EX #8
FLORENCE	KY				5	0	5	0
FT. SMITH	AR	11	0	11				11
GRAND ISLAND	NE	4	0	4				4

ABF D

EASTERN REGION JOINT AREA COMMITTEE

Established in accordance with the terms and conditions of the National Master Freight Agreement and the CENT. PA Supplemental Agreement, entered into by and between the Local Union and carriers engaged in City Pickup and Delivery and/or Over-the-Road Freight Operations.

DOCKET NO. C-149-00

ABF# 042-040-HR-00

IN THE MATTER OF THE DISPUTE BETWEEN

**TEAMSTERS LOCAL NO. 776
HARRISBURG, PA**

SUBMISSION FORM

and

ABF FREIGHT SYSTEM, INC.

We, the undersigned, parties to the National Master Freight Agreement and the CENT. PA Supplemental Agreement, hereby agree to submit the dispute to arbitration under the Rules of Procedure prescribed by the Eastern Region Joint Area Committee, by virtue of its authority, as set forth in Article 43 and of the CENT. PA Supplemental Agreement, the following:

On behalf of Rickey Bechtel, Union alleges violation of Article 5; requesting grievant be returned to proper seniority with all lost wages, benefits.

The undersigned further agree that a majority decision of the Eastern Region Joint Area Committee in the above dispute will be final, conclusive and binding with no appeal and, further, that neither party will attempt through any overt acts, to void the decision rendered.

The undersigned also agree that failure to comply with the decision of a majority of the Committee within ten (10) days of the date of the decision will result in the loss of all contract rights, privileges and benefits due them under Article 43 of the CENT. PA Supplemental Agreement.

Date July 25, 2000

Employer ABF FREIGHT SYSTEM, INC.

Local Union 776

Signed by Steven J. Froias, Labor Rels.

Signed by Charles Shughart, B. A.

DECISION

The Panel, in executive session, motion made, seconded and carried that this case is referred to the National Multi-Region Change of Operations Violations Committee.
Cost split.

R. L. SCHAEFFER
Employer Co-Secretary

JULY 25, 2000
Date

NICHOLAS PICARELLO
Union Co-Secretary

JULY 25, 2000
Date



* * *

1

2

MRC-10-00-E3:

3

Local 776, Harrisburg v. ABF Freight System

4

(Reginald Atkinson)

5

MRC-10-00-E4:

6

Local 776, Harrisburg v. ABF Freight System

7

(Rickey Bechtel)

8

MR. JOHNSON: This will be a joint record

9

with E3 and E4. MRC-10-00-E4. Go ahead, Union.

10

MR. SHUGHART: Chuck Shughart for the

11

union, to the right, the grievant Rick Bechtel, to

12

my left, Tom Griffith, President of Local 776.

13

Grievance No. 94530 reads as follows:

14

"I am filing this grievance due to the fact

15

that I am a laid off ABF employee at Carlisle, PA

16

(see attached letter marked Exhibit 1). It has come

17

to my attention that ABF is hiring at the Carlisle,

18

PA terminal and I am filing this because I have not

19

been contacted for any available work opportunities.

20

Under the NMFA that was in effect in 1995, I was

21

laid off. Article 5, Section 2 states, 'If

22

additional employees are required after the active

23

list is exhausted, they shall be recalled from such

24

inactive seniority roster and after recall, such

1 employees shall be dovetailed into the active
2 seniority roster with their continuous
3 classification (road or city) seniority dates they
4 are currently exercising which shall then be
5 exercised for all purposes.' (Exhibit 1)"

6 Before I proceed I'd like to go through and
7 just identify, explain and point out some of the
8 exhibits that are tabbed for you in the
9 presentation. Obviously tab number 1 is a copy of
10 the grievance. Tab number 2 is a letter where we
11 amended the claim of the grievance to include all
12 retroactive pay. Tab number 3, we had requested and
13 received a copy of a list of employees who had been
14 laid off at the Carlisle terminal. Tab number 4 is
15 a copy of the transcript from the Change of
16 Operations Committee.

17 I would just like, if you would turn to
18 page 644 that would be in the upper left hand corner
19 of the third page back, I can't read the line. It
20 is line number 16 under Mr. Franke. It says,

21 "Mr. Shughart: With respect to the 323
22 Carolina employees on layoff from the Carlisle, PA
23 terminal, the company has stated that they have no
24 obligation to these employees and that they don't

1 exist. In the proposed change they are referred to
2 as inactive, laid off employees. These employees
3 have seniority that ranges from 36 years to 8 months
4 with the company. Most of them were laid off in May
5 1995, two months before the merger between Carolina
6 and ABF was announced. By Carolina's own admission,
7 the plans to merge with ABF were well under way at
8 that time.

9 "Under these circumstances it would be
10 grossly unfair to exclude these employees the right
11 to exercise their seniority under this change. Under
12 the terms of the NMFA, these employees have recall
13 rights for five years. Carolina has contractual
14 obligations to the laid off Carolina employees at
15 Carlisle and elsewhere. One of those contractual
16 obligations is to provide the recall rights for five
17 years. ABF is merging with Carolina, thereby
18 assuming Carolina's debts, liabilities, and
19 contractual obligations. Included among those
20 contractual obligations is the requirement to offer
21 the five year recall rights to Carolina employees
22 who were previously laid off. Carolina did not
23 banish from the face of the earth. They exist.
24 They may be headquartered under a different city,

1 they may operate under a different company logo,
2 management, and color scheme, but they do exist.
3 The contractual obligations of the Carolina
4 employees also exist. The merged company has an
5 obligation to provide the contractual obligations
6 that Carolina employees were entitled to receive."

7 And while I would encourage the Committee
8 to consider all of the testimony that's provided in
9 the transcripts, I did want to point that out.

10 Exhibit number 5 is a letter that was put
11 out by the International Union to all freight locals
12 concerning the Fourth Circuit decision in the ABF
13 Carolina litigation. And primarily what the
14 grievant would like for you to note is down in the
15 third paragraph. It's the second sentence here.
16 The court held that the language in the Master
17 portion of the NMFA supersedes any conflicting
18 language and supplemental agreements regarding the
19 dovetail of seniority lists when employer operations
20 are consolidated.

21 And tab number 6 is the letter that
22 Mr. Bechtel received from ABF dated November 1995.
23 The last paragraph in this letter is to confirm that
24 you elected to decline the job offer and to remain

1 in layoff status at Carlisle, PA.

2 Tab number 7, at the local union's request,
3 is a copy of a seniority list dated 4/30/2000 for
4 the ABF employees at the Carlisle terminal, and if
5 you turn back to page 14 you will see that employee
6 number, I believe it's 610, which is Nelson, about a
7 third of the way down the page, terminal seniority
8 date there was April of '95. That would have been
9 the last person hired prior to the ABF Carolina
10 change of operations, and then the next person hired
11 after the change of operations would be 12 November
12 '98. That would have been where these employees,
13 based on the claim of the grievant, would be put in
14 for recall.

15 I would like to proceed with the body of
16 the brief.

17 "Note that the grievant amended the
18 grievance at the company level grievance on April 5,
19 2000 to include a claim for all moneys due.
20 (exhibit 2.)

21 The grievant was a full time dock/jockey
22 employee with Carolina at Carlisle, PA breakbulk
23 terminal. The seniority date was February 1, 1986.
24 In May 1995 Carolina Freight Carriers terminated the

1 breakbulk operations at the Carlisle, PA terminal.
2 All remaining employees not previously laid off were
3 placed on laid off status. (Exhibit 3).

4 On July 10, 1995 it was announced that ABF
5 Freight Systems, Inc. would acquire Carolina Freight
6 Carriers and Red Arrow Freight Lines. On September
7 14 and 15, 1995, the issues concerning the change of
8 operations were presented at a meeting held in
9 Chicago. At the change of operations, Local 776
10 addressed the concerns about the previously laid off
11 employees at the Carolina terminal in Carlisle.
12 (Exhibit 4)

13 On December 29, 1998 the Fourth Circuit
14 Court of Appeals issued its decision that the
15 Carolina employees would be dovetailed with the ABF
16 employees, not entailed, and this should finally
17 bring this to an end this seniority dispute.
18 (Exhibit 5)

19 Mr. Bechtel filed this grievance claiming
20 that ABF is violating the terms of Article 5,
21 Section 2(C)2 of the 1994-1998 NMFA. That language
22 reads as follows:

23 'In addition, the inactive seniority roster
24 (employees who are on letter of layoff) shall be

1 similarly dovetailed by appropriate classification.
2 If additional employees are required after the
3 active list is exhausted, they shall be recalled
4 from such inactive seniority roster and after recall
5 such employees shall be dovetailed into the active
6 seniority roster with their continuous
7 classification (road or city) seniority dates they
8 are currently exercising which shall then be
9 exercised for all purposes. Seniority rosters
10 previously combining job classifications shall be
11 continued unless otherwise agreed.'

12 "Obviously Mr. Bechtel was on a letter of
13 layoff from Carolina Freight at the time the ABF
14 merger acquisition took place. When that occurred
15 it would seem that ABF assumed the debts,
16 liabilities,, and contractual obligations previously
17 held by Carolina employees who were previously
18 placed in layoff status by Carolina. As such,
19 Mr. Bechtel should be entitled to recall rights
20 under Article 5, Section 2.

21 Should be there be any question Mr. Bechtel
22 was on letter of layoff, the attached letter clearly
23 indicates his layoff status. (Exhibit 6). It reads
24 in part:

1 'This letter is to confirm that you elected
2 to decline the job offer and to remain in layoff
3 status at Carlisle, PA.'

4 "Attached is a copy of the seniority list
5 from the ABF terminal at Carlisle, PA. (Exhibit 7)
6 It can be determined from the list, ABF has hired
7 108 employees who have a seniority date of 1998 or
8 later. Approximately 31 of those individuals
9 currently work in the dock/local classification.

10 In view of the clear and undisputable facts
11 related to this grievance, we respectfully request
12 that the Committee uphold the claim of the grievant,
13 placing him on the seniority roster with a date of
14 February 1, 1986. He should be compensated for lost
15 wages and benefits from November 12, 1998."

16 Is there anything you would like to add?

17 MR. BECHTEL: Yes. I'm Rick Bechtel. As
18 stated, I'm on a letter of layoff from ABF in
19 Carlisle. I didn't ask to be put in front of
20 anybody in '95. It's just what they're saying is
21 they have no recall rights, and what they're trying
22 to tell me is if they were laid off right now in
23 Carlisle we'd end up with two layoff lists in
24 Carlisle. I can't see how that can ever work or

1 could be happening. There's definitely freight
2 there because they're adding onto the doors. How
3 can you not -- they're just acting like I don't
4 exist. I mean, I'm there. I've got the letter
5 saying laid off in Carlisle. It doesn't say
6 Philadelphia or anything. It says Carlisle. I was
7 left under the impression in '95 that I'm on the
8 layoff at the breakbulk in Carlisle. And I feel I'm
9 waiting my turn to get called. If it wouldn't have
10 been for seeing they had an advertisement out in
11 front of the dock I wouldn't have known. I would
12 have been here sooner. I just feel I have that
13 layoff letter and I have a recall right. That's
14 basically all I have to present on this.

15 MR. JOHNSON: Do you rest, Union?

16 MR. SHUGHART: Yes.

17 MR. FOREST: Steve Forest representing ABF,
18 Mr. Chairman. To my left is John Dale. The union is
19 claiming a violation of Article 5, Section 2 of the
20 NMFA. They have not provided the company with a
21 date for this alleged violation. I have attached a
22 copy of the article in question. This Article deals
23 with "merger of companies-general." Specifically
24 Section 2(C) reads in part,

1 "In the application of this section when
2 terminals or operations of two or more companies are
3 combined as referred to above, the following general
4 rules shall be applied by the employer and the local
5 unions."

6 I've attached a copy of that language from
7 the contract for the committee's perusal. In this
8 case there was no merger of terminals in Carlisle,
9 PA area. Carolina had closed their terminal five
10 months before the ABF/Carolina/Red Arrow change of
11 operations, and this fact is not in dispute.

12 Attached is a copy of that change decision
13 MR-CO-38-9/95. I would like to review item 1A with
14 the committee. If you will turn to the change
15 decision, I would like to refer to that please.

16 Item 1A is on the first page and I have
17 highlighted the portion, Item 1A, the portion of
18 this change that tells us how to apply seniority in
19 the change. It says,

20 "A. The Committee directs that in
21 accordance with the provisions of Article 5, Section
22 Section 2A(C), Article 5, Section 3, and Article 8,
23 Section 6G of the NMFA, the seniority lists at the
24 domiciles and terminals affected by this change of

1 operations shall be grouped for dovetailing as
2 reflected on the exhibits contained in the proposed
3 change of operations as clarified or corrected on
4 the record and as approved in Article 5, Section 2C
5 of the NMFA. Dovetailing applies to all bargaining
6 unit employees affected by combining or eliminating
7 ABF and Carolina Freight Carriers/Red Arrow
8 facilities and includes all maintenance and office
9 employees. Every facility whose work has been
10 merged with the work of another facility must be
11 grouped with that facility."

12 I will go back to the brief. As you can
13 see, it was very specific about combining the
14 terminals and seniority lists affected by the
15 change. It further reads,

16 "Every facility whose work has been merged
17 with the work of another facility." There was no
18 merger of work. There was no Carolina terminal in
19 Carlisle, PA.

20 Also attached are copies of pages 5 and 2
21 of that change. I'd like to refer you to that at
22 this time. That follows the change decision, and
23 the page number 5 is with a V. That's the proposed
24 seniority application the company submitted for the

1 change of operations. If you will go down to the
2 highlighted portion,

3 "Therefore, as a general rule, where only
4 one of the three companies has a terminal location,
5 the employees at that location will remain as they
6 are. See Exhibit A in the section of local cartage
7 operations."

8 If you will turn to the next page, that is
9 Exhibit A of the local cartage operation. If you go
10 down that page I have highlighted Carlisle, PA, and
11 I will go column by column. First name is the
12 terminal, the state Carlisle, PA. It says ABF,
13 active employees: 328. Laid off: Zero. Total:
14 328. It says, Carolina/Red Arrow. Active: Zero.
15 Laid off: zero. Total: Zero. And then it lists
16 the employee requirements.

17 These employees were never listed in this
18 change of operations as inactive. I will go back to
19 the brief.

20 On October 12, 1995 the union sent the
21 attached letter to all Carolina employees laid off
22 when Carolina closed the Carlisle, PA terminal.
23 This letter reviews the rights of these employees
24 concerning the ABF/Carolina/Red Arrow change

1 decision. In the change decision all employees from
2 all three companies were afforded Article 5, section
3 5 rights. This included road, city, mechanic and
4 clerical employees. The former Carolina employees
5 were not afforded Article 5, Section 2 rights.

6 If you will first turn to the change
7 decision again and go to the next portion that I
8 have highlighted, you will see it reads,

9 'The following provisions will apply to any
10 employee laid off as a result of this change of
11 operations and to any other employee currently laid
12 off and to any employee laid off after this change
13 of operations for the life of the 1994-1998 NMFA
14 agreement.

15 A. ABF agrees to extend the provisions of
16 Article 5, Section 5 of the NMFA to any bargaining
17 unit employee.'

18 If you will go to the last two pages of the
19 brief. This is a letter that was sent to those
20 employees by Local 776. It says,

21 "Dear Carolina Employee:"

22 This is almost a month after the change of
23 operations, and I won't read the entire letter, but
24 the second paragraph says,

1 "As a result of the decision from the
2 Change of Operations Committee, the Carolina
3 employees who are laid off at Carlisle, PA will have
4 certain rights to future work opportunities with
5 ABF. Article 5, Section 5 of the NMFA addresses
6 those rights."

7 That explains to this Committee how these
8 employees did get the rights to Article 5, Section
9 5. They never did get Article 5, Section 2 rights.
10 I will go back to the last paragraph in my brief.

11 "There was no merger of terminals in
12 Carlisle, PA and Article 5, Section 2 has no
13 application. We respectfully request the claim of
14 the union be denied."

15 With that, I will hold for summation and
16 rebuttal, Mr. Chairman.

17 MR. JOHNSON: Rebut, Union?

18 MR. SHUGHART: I think this really goes
19 back to the fact that these employees had certain
20 rights under the contract as Carlisle employees, and
21 when Carolina was merged, purchased, or whatever the
22 case may have been, by ABF, those rights just simply
23 didn't evaporate. They still existed, and ABF had
24 an obligation to fulfill their responsibilities and

1 responsibilities of Carolina under the contract, and
2 as such the recall rights of these employees should
3 have been recognized and they should have had the
4 opportunity and continue to have the opportunity for
5 recall.

6 I think it's just very simple
7 interpretation of the contract language. We
8 attempted to get some clarification at the change of
9 operations meeting, and I don't know that it came
10 out quite as clear as we had hoped that it would,
11 but we do feel that these employees should have
12 recall rights. That's all we have, Mr. Chairman.

13 MR. JOHNSON: Rebut, Company?

14 MR. FOREST: Forest for the company,
15 Mr. Chairman. The issue of these employees was
16 raised on the record at the change of operations by
17 Local 776, as were employees raised by several other
18 local unions in different areas of the country. The
19 change was not amended in any way to include these
20 employees. The decision did not refer to any
21 special privileges for these employees. The
22 decision did infer special privileges to employees
23 in other areas, not this type. But if that
24 committee wanted to confer special rights on these

1 employees, they would have done so in this decision.

2 The grievant stated he has a layoff letter
3 from ABF Freight System, he has a layoff letter from
4 Carolina Freight, and he has an Article 5, Section 5
5 letter. He requested 5.5 of the company, he was
6 offered transfer under Article 5, he declined. We
7 are required to send him a letter stating that he
8 declined the offer and that he remains in layoff
9 status. That's the way Article 5, Section 5 works.
10 You have the facts, Mr. Chairman.

11 MR. JOHNSON: Questions?

12 MR. STEPHENS: Company, at the time of the
13 change of operations, were the Carlisle employees
14 from Carolina, were they a part of the change on the
15 inactive list or were any of the employees at
16 Carlisle addressed in the change at the time of the
17 change?

18 MR. FOREST: No, sir. They were not listed
19 as inactive employees.

20 MR. STEPHENS: There were no employees in
21 Carlisle that were offered Article 5 transfer
22 rights?

23 MR. FOREST: No, sir. Only 5.5 as
24 specified in the change.

1 MR. JOHNSON: When the Carolina facility
2 closed, I'm assuming that was done by a proper
3 change of operations?

4 MR. FOREST: Yes, sir. That was a Carolina
5 change of operations that closed in two stages in
6 February and May of '95.

7 MR. JOHNSON: At that time was there any
8 transfer of work or personnel to any other Carolina
9 location at that time.

10 MR. FOREST: Yes, there was.

11 MR. JOHNSON: There was?

12 MR. FOREST: Yes.

13 MR. JOHNSON: And I am assuming then that
14 those people that could not or did not accept
15 transfer went onto a master inactive list at that
16 time?

17 MR. FOREST: That's my understanding, Mr.
18 Chairman.

19 MR. JOHNSON: Okay.

20 MR. STEPHENS: That was not a part of the
21 change of operations or the merger of the companies
22 when you heard that in Chicago in '95?

23 MR. FOREST: No, sir, in September of '95
24 they were not a part of that change of operations.

1 MR. JOHNSON: So that change of operations
2 in Chicago following the acquisition or purchase of
3 Carolina or merger of Carolina, you treated those
4 laid off individuals from Carolina as a result of
5 the closure as just no part of that acquisition?

6 MR. FOREST: Actually, if you'll go to the
7 company Exhibit Roman numeral five, I read the
8 section. That's in company's brief at the top of
9 the page that says, "Proposed seniority
10 application." It's right after the change decision.
11 What I read into the record was the portion that
12 deals with one terminal location. ABF has a
13 terminal in Carlisle. Carolina did not have a
14 terminal in Carlisle. The next paragraph deals with
15 dual facilities. ABF had a terminal in Cincinnati.
16 Carolina had a terminal in Cincinnati. They were
17 shown on Exhibit B, that's where we had dual
18 facilities. The next paragraph where there are
19 apparent exceptions to the general rule, these will
20 be resolved in Exhibit C, and these are overlap. In
21 particular, in New Jersey where the area is so dense
22 you might have two Carolina terminals, and that same
23 area is served by one ABF terminal.

24 MR. JOHNSON: Where is Exhibit C?

1 MR. FOREST: They didn't apply. I don't
2 have that. The only place that Carlisle was listed
3 was in Exhibit A because it was a single facility.
4 There was no Carolina facility. There was no
5 Carolina terminal in Carlisle. They were on Exhibit
6 A.

7 MR. ROBERTS: Might I ask a question?

8 MR. JOHNSON: Yes.

9 MR. ROBERTS: Is it not true that at the
10 time that change was heard, it was the position of
11 the company that the Carolina employees that were on
12 layoff at Carlisle, you had no obligation to them
13 whatsoever period?

14 MR. FOREST: That's correct.

15 MR. ROBERTS: And the committee ruled
16 otherwise and extended 5.5 rights to those people?

17 MR. FOREST: That is correct.

18 MR. ROBERTS: Okay.

19 MR. JOHNSON: Anything further?

20 MR. SHUGHART: No, Mr. Chairman.

21 MR. JOHNSON: Executive session.

22 MR. FOREST: Thank you, Mr. Chairman.

23 MR. GRIFFITH: If you'd like, we could
24 present the other case, which is just about

1 identical to this case, and then you can decide what
2 you want to do then.

3 MR. JOHNSON: Do you want to do that?

4 MR. GRIFFITH: Yes.

5 MR. JOHNSON: Parties, ABF, we'll go ahead
6 and hear E3 now. This will be MRC-10-00-E3. Go
7 right ahead.

8 MR. SHUGHART: This is John Shughart,
9 Business Agent, Local 776 for the union. John,
10 before we proceed I believe that the company and
11 union are willing to stipulate that some of the
12 exhibits presented in the earlier case with
13 94530-Bechtel are the same, that will be presented
14 in this grievance for 94542-Atkinson. The Exhibit
15 No. 2 in the Atkinson case is the same as the
16 Exhibit No. 4 in the Bechtel case, and the Exhibit
17 No. 3 in the Atkinson case is the same as Exhibit
18 No. 3 in the Atkinson case, and we won't make those
19 arguments over again, except as presented in the
20 brief.

21 Gentlemen, grievance 94542 reads as
22 follows:

23 "I am filing this grievance in accordance
24 with Article 5, Section 2 of the NMFA which states

1 that inactive employees, (employees who are on
2 letter of layoff) will be recalled if additional
3 employees are required after the active list is
4 exhausted. I am an inactive employee of ABF Freight
5 due to the Carolina Freight Carrier and ABF merger
6 of 1995. I have found out that ABF has hired new
7 employees at Carlisle, PA for the local side and has
8 not called me back to work. This is a direct
9 violation of the NMFA. Article 5, Section 1 states,
10 'seniority shall be broken only by discharge or
11 voluntary quit, retirement, or more than five years
12 layoff.' None of these applies to me. My claim is
13 that I am requesting to be placed on local
14 (seniority) board at ABF Freight Systems at
15 Carlisle, PA under Article 5, Section 2 and all
16 moneys due me. (Exhibit 1).

17 The grievant was a full-time dock employee
18 with Carolina Freight at the Carlisle breakbulk
19 terminal. His seniority date March 17, 1978. In
20 May, 1995, Carolina Freight Carriers terminated
21 their breakbulk operations at the Carlisle, PA
22 terminal. All remaining employees not previously
23 laid off were placed on layoff status.

24 On July 10, 1995 it was announced that ABF

1 Freight Carriers, Inc. would acquire Red Arrow
2 Freight Lines. On September 14 and 15, 1995, the
3 issues concerning the change of operations were
4 presented at a meeting held in Chicago. At the
5 change of operations, Local 776 addressed concerns
6 about the previously laid off employees at the
7 Carolina terminal at Carlisle (Exhibit 2).

8 Mr. Atkinson filed this grievance, claiming
9 that ABF is violating the terms of Article 5,
10 Section 2(c)(2) of the 94-98 NMFA). That language
11 reads as follows:

12 'In addition, the inactive seniority
13 rosters (employees who are on letter of layoff)
14 shall be similarly "dovetailed" by appropriate
15 classification. If additional employees are
16 required after the active list is exhausted, they
17 shall be recalled from such inactive seniority
18 roster and after recall such employees shall be
19 "dovetailed" into the active seniority roster with
20 their continuous classification (road or city)
21 seniority dates they are currently exercising which
22 shall then be exercised for all purposes. Seniority
23 rosters previously combining job classifications
24 shall be continued unless otherwise agreed.

1 Obviously, Mr. Atkinson was on letter of
2 layoff from Carolina Freight at the time the ABF
3 merger/acquisition took place. When that occurred,
4 it would seem that ABF assumed the debts,
5 liabilities, and contractual obligations previously
6 held by Carolina Freight. One aspect of those
7 contractual obligations is the recall rights of
8 Carolina employees who were previously placed in
9 layoff status by Carolina. As such, Mr. Atkinson
10 should be entitled to recall rights under Article 5,
11 Section 2.

12 Attached is a copy of a seniority list from
13 the ABF terminal at Carlisle, PA (Exhibit 3). As
14 can be determined from the list, ABF has hired 108
15 employees who have a seniority date of November 1998
16 or later. Approximately 31 of those individuals
17 currently work in the dock/local classification.

18 In view of the clear and undisputable facts
19 related to this grievance, we respectfully request
20 that the Committee uphold the claim of the grievant,
21 placing him on the seniority roster with a date of
22 March 17, 1978. He should be compensated for lost
23 wages and benefits from November 1998."

24 That's all.

1 MR. JOHNSON: Thank you. Company?

2 MR. FOREST: Thank you, Mr. Chairman.

3 Steve Forest for the company, and to my left is John
4 Dale.

5 "The union is claiming a violation of
6 Articles 5, Section 2 of the NMFA. In the previous
7 case they did give us a date of this alleged
8 violation of November 12, 1998.

9 I have attached a copy of the article in
10 question. This article deals with the 'Mergers of
11 Companies-General.' Specifically Section 2(c) reads
12 in part,

13 'In the application of this section, when
14 terminals or operations of two or more companies are
15 combined as referred to above, the following general
16 rules shall be applied by the employer and local
17 unions.'" I have attached a copy of that language
18 to my brief for the committee's perusal.

19 In this case there was no merger of
20 terminals in the Carlisle, PA area. Carolina had
21 closed their terminal five months before the ABF,
22 Carolina, Red Arrow change of operations. This fact
23 is not in dispute. Attached is a copy of that
24 change decision MR-CO-38-9/95. I would like to

1 review Item 1A with the committee."

2 As you can see, if you turn to that first
3 page of that change decision, I won't read it all,
4 but I will read portions of Item 1A.

5 "Dovetailing applies to all bargaining unit
6 employees affected combining or eliminating ABF and
7 Carolina Freight Carriers, Red facilities and
8 including maintenance and office employees. Every
9 facility whose work has been merged with the work of
10 another facility must be grouped with that
11 facility," the key words being, in my opinion,
12 "whose work has been merged." There was no work for
13 Carolina in Carlisle at that time.

14 "As you can see it is very specific about
15 combining terminal and seniority lists affected by
16 the change. It further reads 'every facility whose
17 work has been merged with the work of another
18 facility.'

19 Also attached are copies of pages V and 2
20 of that change. There is no reference to any
21 Carolina facility in Carlisle, PA because none
22 existed at the time of that change.

23 On October 12, 1995 the union sent the
24 attached letter to all Carolina employees laid off

1 when Carolina closed the Carlisle, PA terminal.
2 This letter reviews the rights of these employees
3 concerning the ABF, Carolina, Red Arrow change
4 decision. In the change decision all employees from
5 all three companies were afforded Article 5, Section
6 5 rights, this included road, city, mechanics, and
7 clerical employees. The former Carolina employees
8 were not afforded Article 5, Section 2 rights."

9 And I'd like to review that with the
10 Committee again because I think there may be some
11 confusion on that issue. It says, "The following
12 provisions will apply to any employee laid off as a
13 result of this change of operations and to any other
14 employee currently laid off and to any employee laid
15 off after this change of operations for the life of
16 the 1994-1998 contract."

17 This grievance is claiming a violation six
18 months after the Article 5, Section 5 rights for
19 these employees had expired. It is not an Article
20 5.5 grievance. It is an Article 5.2 grievance.

21 "There was no merger of terminals in
22 Carlisle, Pennsylvania and Article 5, Section 2 has
23 no application.

24 We respectfully request the claim of the

1 union be denied."

2 I will hold for summation and rebuttal,
3 Mr. Chairman.

4 MR. JOHNSON: Rebuttal, union.

5 MR. SHUGHART: Mr. Chairman, our argument
6 remains the same as the previous case. We believe
7 these employees should have had recall rights under
8 5.2. They were laid off by Carolina, and the
9 contractual obligation of ABF should be extended to
10 those people. That's all I have. Thank you.

11 MR. ROBERTS: Just one question for the
12 record. The Carolina people that were on layoff at
13 Carlisle, were they on voluntary layoff as a result
14 of electing not to follow work when the terminal was
15 closed?

16 MR. GRIFFITH: My understanding is yes,
17 that they were.

18 MR. ROBERTS: Thank you.

19 MR. SHUGHART: I am not absolutely certain
20 if there was work that was extended to everybody on
21 the seniority list, but I am reasonably confident
22 that the individuals who are before us here today
23 would have been offered work.

24 MR. JOHNSON: And would have had seniority

1 to obtain --

2 MR. SHUGHART: That's correct.

3 MR. JOHNSON: -- the initial offer of work
4 with the change closure?

5 MR. SHUGHART: That is correct.

6 MR. GRIFFITH: They were afforded work
7 opportunity or to follow the work opportunity when
8 they closed the Carolina terminal.

9 MR. JOHNSON: They declined that and
10 remained in layoff status.

11 MR. GRIFFITH: These two based on their
12 seniority would have had an opportunity to follow
13 worked yes.

14 MR. SHUGHART: I also believe, to add to
15 that, that they had some positions which did go
16 unfilled, but I am not absolutely certain about that
17 without going back to the record.

18 MR. ROBERTS: Thank you.

19 MR. GRIFFITH: Yes.

20 MR. JOHNSON: Well, I gather from the
21 decision and Article 5.5 was intended or negotiated
22 that applied to the particular region that an
23 employee was laid off in and they opened that up to
24 the Eastern, Central and Southern as a result of and

1 identified it as exclusively to that particular
2 change, and that was your merger change.

3 MR. FOREST: They extended the Article 5
4 provision to include all employees.

5 MR. JOHNSON: All employees, all
6 classifications, and two additional regions.

7 MR. FOREST: Future laid off employees,
8 previously laid off employees, anybody anywhere from
9 these two companies, mechanics, everywhere they gave
10 5.5 rights to, but those 5.5 rights clearly expired
11 at the end of the 94-98 contract.

12 MR. JOHNSON: And I gather there was a
13 letter in one of the two, I want to say the first
14 one we heard from Gordon Ringberg, offering a number
15 of points, one being Waco, which I assume is Waco,
16 TX.

17 MR. FOREST: Yes.

18 MR. DALE: The 5.5 rights were extended to
19 all three regions that were involved in the
20 combination change.

21 MR. JOHNSON: In the change, yes. My
22 question is that the one and only 5.5 opportunity
23 that those individuals received from ABF?

24 MR. FOREST: That question has never been

1 asked of me before, Mr. Chairman.

2 MR. JOHNSON: Well, the reason I am saying,
3 5.5 is not limited to a single, one-time
4 opportunity.

5 MR. FOREST: If I understand 5.5 correctly,
6 once they decline the transfer opportunity, then
7 they can't come up for another six months.

8 MR. JOHNSON: Only for six months, but at
9 the expiration of six months, they are then subject
10 to additional opportunities under 5.5.

11 MR. FOREST: Yes.

12 MR. JOHNSON: And my question is, were they
13 granted those opportunities following six months of
14 decline?

15 MR. SHUGHART: The answer to that -- and
16 the reason I know is because I am also a former
17 Carolina employee -- and those employees who did
18 request 5.5 rights and declined them and then
19 requested them again were extended the additional
20 offers.

21 MR. GRIFFITH: You had to request them
22 again.

23 MR. JOHNSON: I understand, but did either
24 of these individuals make a subsequent request for

1 5.5?

2 MR. FOREST: To my knowledge, no.

3 MR. GRIFFITH: To my knowledge, no.

4 MR. ROBERTS: But had they, they would have
5 been offered?

6 MR. FOREST: Yes.

7 MR. GRIFFITH: Well, we do know of people
8 who did request them more than once, and they
9 declined once based on where it was going. They
10 after six months requested it again, and whatever
11 those opportunities came up at the time, I know that
12 ABF did offer those two or three times.

13 MR. FOREST: I know of some three times.

14 MR. HASSLER: Till the end of the 1994-1998
15 contract. Till the end of March 31, 1998. That's
16 when it stopped.

17 MR. GRIFFITH: That's correct.

18 MR. STEPHENS: There was a provision for
19 that to stop at the end of the '98 contract.

20 MR. FOREST: Yes, sir. That is in the
21 change decision.

22 MR. STEPHENS: That is in the decision?

23 MR. FOREST: Yes.

24 MR. GRIFFITH: That is in the decision of

1 the change.

2 MR. JOHNSON: Anything further?

3 MR. FOREST: No, sir.

4 MR. GRIFFITH: No, sir.

5 MR. JOHNSON: Executive section.

6 (The parties left the room, the Committees
7 went into executive session off the record,
8 after which the following proceedings took
9 place:)

10 MR. ROBERTS: Mr. Chairman, I move that in
11 accordance with the decision rendered by the Change
12 of Operations Committee in MR-CO-38-9/95, the claims
13 are denied.

14 MR. STANOCH: Second.

15 (The motion was carried without dissent, the
16 parties returned to the room, and the
17 decision was read by the reporter.)

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**NATIONAL MULTI-REGION, INTERMODAL, SLEEPER COMMITTEES
OCTOBER 26-27, 2000
DEERFIELD BEACH, FLORIDA**

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BECHTEL, RICKEY
3/7/2002

BECHTEL VS
VIRTUE

1

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE MIDDLE DISTRICT OF PENNSYLVANIA
3
4 RICKEY A. BECHTEL, :
5 PLAINTIFF :
6 VS. : NO. 3:01-CV-789
7 DANIEL A. VIRTUE, BUSINESS AGENT OF :
8 THE INTERNATIONAL BROTHERHOOD OF :
9 TEAMSTERS; INTERNATIONAL BROTHERHOOD :
10 OF TEAMSTERS; LOCAL 776, :
11 INTERNATIONAL BROTHERHOOD OF :
12 TEAMSTERS; ABF FREIGHT SYSTEM, :
13 INCORPORATED, :
14 DEFENDANTS :
15
16 DEPOSITION OF: RICKEY A. BECHTEL
17
18 TAKEN BY: DEFENDANT ABF FREIGHT SYSTEM,
19 INCORPORATED
20 BEFORE: LISA A. HANSELL, REPORTER
21 NOTARY PUBLIC
22
23 DATE: MARCH 7, 2002, 10:40 A.M.
24
25 PLACE: MORGAN, LEWIS & BOCKIUS, LLP
417 WALNUT STREET
HARRISBURG, PENNSYLVANIA

BECHTEL, RICKEY
3/7/2002

BECHTEL VS
VIRTUE

<p style="text-align: right;">2</p> <p>1 APPEARANCES:</p> <p>2 AHMAD & MIRIN</p> <p>3 BY: ROBERT S. MIRIN, ESQUIRE</p> <p>4 FOR - PLAINTIFF</p> <p>5 IRA H. WEINSTOCK, P.C.</p> <p>6 BY: JASON M. WEINSTOCK, ESQUIRE</p> <p>7 FOR - DEFENDANTS DANIEL A. VIRTUE AND</p> <p>8 LOCAL 776, INTERNATIONAL BROTHERHOOD</p> <p>9 OF TEAMSTERS</p> <p>10 INTERNATIONAL BROTHERHOOD OF TEAMSTERS</p> <p>11 BY: JAMES A. McCALL, SPECIAL COUNSEL</p> <p>12 FOR - DEFENDANT INTERNATIONAL BROTHERHOOD</p> <p>13 OF TEAMSTERS</p> <p>14</p> <p>15 MORGAN, LEWIS & BOCKIUS, LLP</p> <p>16 BY: MARY D. WALSH, ESQUIRE</p> <p>17 JOSEPH E. SANTUCCI, JR., ESQUIRE</p> <p>18 FOR - ABF FREIGHT SYSTEM, INCORPORATED</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p style="text-align: right;">4</p> <p>1 INDEX TO EXHIBITS (CONTD.)</p> <p>2 PRODUCED</p> <p>3 EXHIBIT NO. AND MARKED</p> <p>4 14 - Electronic Mail dated 9/19/95 63</p> <p>5 15 - Memo dated 5/17/00 66</p> <p>6 16 - Letter dated 5/24/00 66</p> <p>7 17 - Seniority Roster dated 6/5/00 66</p> <p>8 18 - Letter dated 5/24/00 67</p> <p>9 19 - Letter dated 6/15/00 68</p> <p>10 20 - Electronic mail dated 7/10/00 70</p> <p>11 21 - Electronic mail dated 7/16/00 74</p> <p>12 22 - Letter dated 7/18/00 76</p> <p>13 23 - Brief 76</p> <p>14 24 - Brief 80</p> <p>15 25 - Decision dated 7/25/00 82</p> <p>16 26 - Letter dated 9/26/00 82</p> <p>17 27 - Handwritten note on La Quinta Inn</p> <p>18 letterhead 83</p> <p>19 28 - Letter dated 11/8/00 87</p> <p>20 29 - Letter dated 12/28/00 89</p> <p>21 30 - Carolina Benefits checklist</p> <p>22 dated 1/24/86 97</p> <p>23 31 - Employer's Notice of Application 100</p> <p>24 32 - National Master Freight Agreement 194</p> <p>25</p>
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<p style="text-align: right;">6</p> <p>1 Q Okay. It's my job to ask a question that you 2 can understand, so if you don't understand any of my 3 questions please let me know and I can try and rephrase the 4 question for you. If you don't tell me one way or the 5 other, I'm going to assume that you understand the question 6 and that your answer responds to the question. Do you 7 understand that?</p> <p>8 A Yes, okay.</p> <p>9 Q Okay. Please answer everything verbally. In 10 other words, it's difficult for the court reporter to take 11 down shaking your head and nodding and that kind of thing 12 and even hand gestures, which I'm guilty of, so try and 13 answer everything verbally. And, finally, you're under oath 14 today and, therefore, you're testifying in the same way you 15 would be if you were sitting across the street in a 16 courtroom. Do you understand what it means to testify under 17 oath?</p> <p>18 A Yes. I think so anyway.</p> <p>19 Q And you agree that you'll be testifying 20 truthfully today?</p> <p>21 A Yes.</p> <p>22 Q Are you on any medications today?</p> <p>23 A No.</p> <p>24 Q Is there any reason that you wouldn't be able 25 to testify truthfully today?</p>	<p style="text-align: right;">8</p> <p>1 A February 1st, 1959.</p> <p>2 Q Okay. What is your Social Security Number?</p> <p>3 A 179-52-1833.</p> <p>4 Q And can you also state your current address, 5 please?</p> <p>6 A 2072 Locust Lane, Hummelstown, PA.</p> <p>7 Q How long have you been living at that address?</p> <p>8 A Since approximately 1980.</p> <p>9 Q Okay. Are you currently employed?</p> <p>10 A Yes, I am.</p> <p>11 Q Where are you employed?</p> <p>12 A Stover Fuel Oil, Hershey, PA.</p> <p>13 Q How long have you been in that position?</p> <p>14 A About 5 of April of '96.</p> <p>15 Q And what job do you hold over at Stover?</p> <p>16 A I'm a driver, oil technician, installer.</p> <p>17 Basically I do everything and now also HVAC.</p> <p>18 Q Okay. Are you currently a union member?</p> <p>19 A Yes, I am.</p> <p>20 Q What local is that?</p> <p>21 A Teamsters Local 776.</p> <p>22 Q When did you first become a member of 776?</p> <p>23 A 1979.</p> <p>24 Q Where were you working at that time?</p> <p>25 A Hall's Motor Freight.</p>
<p style="text-align: right;">7</p> <p>1 A No.</p> <p>2 Q Is there anything that would impair your 3 memory of any of the events?</p> <p>4 A Maybe the type lapse of when it occurred till 5 now.</p> <p>6 MS. WALSH: I think everybody has that problem 7 sometimes. Why don't we mark this as Bechtel Exhibit 1. 8 (Notice of Deposition marked as Bechtel 9 Exhibit 1.) 10 BY MS. WALSH:</p> <p>11 Q Mr. Bechtel, have you seen this document 12 before?</p> <p>13 A Yes.</p> <p>14 Q Okay. And are you appearing pursuant to this 15 notice that you received? Are you here today because you 16 received this notice of deposition?</p> <p>17 A Yes, yes.</p> <p>18 Q Okay. All right.</p> <p>19 MR. MIRIN: And because his lawyer told him 20 that that's what it meant.</p> <p>21 BY MS. WALSH:</p> <p>22 Q Can you state your full name for the record?</p> <p>23 A Rickey, R-i-c-k-e-y, A., Bechtel, 24 B-e-c-h-t-e-l.</p> <p>25 Q What is your date of birth?</p>	<p style="text-align: right;">9</p> <p>1 Q Since the time that you have been a member of 2 Local 776, have you held any union positions?</p> <p>3 A Steward for awhile.</p> <p>4 Q When was that?</p> <p>5 A '91 maybe for a year or so. I think. I'm not 6 exactly sure.</p> <p>7 Q Okay.</p> <p>8 A For awhile.</p> <p>9 Q Where were you working at the time?</p> <p>10 A Carolina Freight.</p> <p>11 Q And you said that was about a year or so that 12 you were a steward?</p> <p>13 A Somewhere in there, yeah, a year. I'm not 14 exactly sure how long it was.</p> <p>15 Q Okay. Let me go back to your employment prior 16 to the time that you started at Carolina Freight. Can you 17 briefly tell me your employment history prior to the time 18 you went to Carolina?</p> <p>19 A I graduated in 1977. I was working for an 20 appliance delivery store, Spire Electric, which is no longer 21 in business. Then I worked -- after TMI came business 22 slacked off, and then I went to the Palmyra Area School 23 District and worked as maintenance and then heard about 24 Hall's and was with Hall's Motor Freight for -- well, till 25 the -- '94 -- not '94, -- '84. Excuse me. That's when they</p>

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<p style="text-align: right;">10</p> <p>1 basically went out of business. Then I worked a couple 2 months for -- I want to say approximately six months for Red 3 Star Express. Then I went full-time with Carolina in '85 I 4 think it was or '86 in February. I'm not exactly sure when 5 that was. 6 Q Okay. Let me just back up to when you were at 7 Hall's Motor Freight. What position or job classification 8 did you have at that time? 9 A I was a dock employee, strictly dock. 10 Q And do you remember when you started at 11 Hall's, what year? 12 A August of '79. 13 Q How long did you work there at that job? 14 A About six months or so before they went -- it 15 was '84 just about. I think it was '84 when they -- right 16 around there is when they went out. 17 Q So from '79 to '84 you were at Hall's? 18 A Correct. 19 Q Okay. As a dock worker? 20 A As a dock worker. 21 Q Okay. And then you said that you worked for 22 about six months at Red Star Express? 23 A Correct. 24 Q When did you start at Red Star? 25 A It would have been probably around October</p>	<p style="text-align: right;">12</p> <p>1 exactly sure of that, but they were pretty close. I worked 2 both of them to fill in so I could get my insurance money. 3 You know, it pays in to get your health and welfare. I was 4 making up my time that way. 5 Q Okay. When you were at Red Star, what 6 location were you working at? 7 A Harrisburg. 8 Q And when you were working casual for Carolina, 9 what location were you working at? 10 A Carlisle. 11 Q What position or job classification did you 12 hold when you were at Carolina? 13 A When I first started? 14 Q When you first started at Carolina. Sorry. 15 A Strictly dock. 16 Q Strictly dock. Okay. Now, you mentioned that 17 at some point you moved from casual to full-time at 18 Carolina. When did that happen? 19 A February. I think that might have been '86. 20 It was shortly after I started, probably a couple months 21 after I started. 22 Q Okay. And what job classification did you 23 have when you went full-time? 24 A When I first started, it was strictly dock. 25 Q Strictly dock?</p>
<p style="text-align: right;">11</p> <p>1 maybe, somewhere in there, of '84. I'm thinking somewhere 2 in there. It wasn't long after Hall's went under. 3 Q Okay. Did you do anything in between working 4 at Hall's and working at Red Star Express? 5 A No. 6 Q Okay. And then at Red Star Express what 7 position or job classification did you hold? 8 A Strictly dock. 9 Q Strictly dock? 10 A (Witness nods head affirmatively). 11 Q And you said that you worked at Red Star 12 Express until you went to Carolina; is that right? 13 A Right. I was working full-time at Red Star 14 and casual at Carolina. That's the way their policy 15 basically worked. You have to work -- and almost every 16 freight company is that way. You start as a casual. I was 17 getting more time at Carolina so I just made a job -- it 18 wasn't a conflict. It was just where am I going to get more 19 time. 20 Q Okay. When did you start as a casual at 21 Carolina? 22 A Probably around November of '85. 23 Q November -- 24 A No, that wouldn't be -- Red Star and Carolina 25 were basically around the same time. I just -- I'm not</p>	<p style="text-align: right;">13</p> <p>1 A (Witness nods head affirmatively). 2 Q Were you ever a probationary employee at 3 Carolina? 4 A Oh, yes. You have to whenever you start at 5 any freight company. Well, most of them. All of them that 6 I have been to you always got a 30 day probation. 7 Q Okay. When did that start, did that start 8 when you became a full time -- 9 A Correct. 10 Q Okay. You've said that when you started you 11 were strictly dock. Throughout the time that you worked at 12 Carolina did you hold any other job classifications? 13 A Yes. I got qualified and became a yard 14 jockey. 15 Q Okay. Do you remember when that happened, 16 what year? 17 A Probably 1990. 18 Q Any other positions or classifications? 19 A Right around '94 -- right before '94 into '95 20 I got road qualified. 21 Q Where were you working? 22 A Excuse me. I got my CDL. I got my CDL so 23 that I could run -- what I was trying to do was to be able 24 to run the rail. 25 Q Okay. And was that when you were still</p>

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<p style="text-align: right;">14</p> <p>1 working at Carolina?</p> <p>2 A Yes. I used their equipment in fact.</p> <p>3 Q Did your position ever change after you got</p> <p>4 that qualification and certification?</p> <p>5 A I couldn't hold anything. No, I couldn't hold</p> <p>6 so I stayed as a yard jockey and dock platform.</p> <p>7 Q So throughout the time you were at Carolina</p> <p>8 you either worked dock or yard jockey?</p> <p>9 A Correct.</p> <p>10 Q Were you ever a driver at Carolina?</p> <p>11 A No.</p> <p>12 Q Okay. During the time that you were at</p> <p>13 Carolina Freight, did you ever file a grievance?</p> <p>14 A Oh, yeah.</p> <p>15 Q Okay. Approximately how many grievances did</p> <p>16 you file?</p> <p>17 A Well, being a union steward you had to turn</p> <p>18 grievances in all the time. I wouldn't even be able to</p> <p>19 venture a guess.</p> <p>20 Q Well, let me break that down a little bit.</p> <p>21 Did you ever file a grievance on your own behalf?</p> <p>22 A Yes.</p> <p>23 Q Okay. Approximately how many grievances did</p> <p>24 you file for yourself?</p> <p>25 A Maybe four.</p>	<p style="text-align: right;">16</p> <p>1 for runaround --</p> <p>2 Q Right.</p> <p>3 A -- or whatever, something of that nature.</p> <p>4 Q Okay. You said that you were -- you filed a</p> <p>5 grievance regarding a yard accident?</p> <p>6 A Correct.</p> <p>7 Q Can you tell me a little bit about that</p> <p>8 incident?</p> <p>9 A We had a unit that wouldn't scale, and we had</p> <p>10 it in the shop three times. We were having a hard time</p> <p>11 sliding the tandems, and when it got out in the yard the</p> <p>12 doors got busted open or whatever from shifting, you know.</p> <p>13 What happened was, as testified by the mechanic, from us</p> <p>14 jostling it around the skids must have gotten moved and then</p> <p>15 they fell back whenever we got out in the yard.</p> <p>16 Q So you were disciplined for that incident; is</p> <p>17 that right?</p> <p>18 A Yes, oh, yeah.</p> <p>19 Q What was your discipline?</p> <p>20 A Well, I was discharged -- at that time you</p> <p>21 were discharged till your hearing.</p> <p>22 Q Till your hearing?</p> <p>23 A Yes.</p> <p>24 Q And you filed a grievance because of that?</p> <p>25 A Yes, you have to. If you want to get</p>
<p style="text-align: right;">15</p> <p>1 MR. MIRIN: Objection. Is this altogether or</p> <p>2 any specific time frame?</p> <p>3 BY MS. WALSH:</p> <p>4 Q Well, during the years that you worked at</p> <p>5 Carolina Freight, how many grievances did you file on your</p> <p>6 own behalf?</p> <p>7 A I'm just guessing probably around four or</p> <p>8 five.</p> <p>9 MR. MIRIN: That would be up to the '94, '95</p> <p>10 activity closing down?</p> <p>11 MS. WALSH: During the time that he was at</p> <p>12 Carolina, right, up until it closed down.</p> <p>13 BY MS. WALSH:</p> <p>14 Q What were the circumstances of each of those</p> <p>15 grievances? Well, why don't I break that down. Do you</p> <p>16 recall the first grievance that you filed?</p> <p>17 A No, but it was probably for like runaround.</p> <p>18 Q Okay. Did you file a grievance for any other</p> <p>19 reason?</p> <p>20 A I was fired once for an accident in the yard.</p> <p>21 I guess that would be -- you know, I was reinstated.</p> <p>22 Q Okay. Any other circumstances that you can</p> <p>23 recall, any other circumstances that you filed a grievance?</p> <p>24 A I can't recall any at this time but those are</p> <p>25 the ones -- I mean, most of the time when you're filing it's</p>	<p style="text-align: right;">17</p> <p>1 reinstated, you have to.</p> <p>2 Q Right. Who were you represented by in the</p> <p>3 grievance?</p> <p>4 A I'm not -- I think it was -- it was Local 776,</p> <p>5 of course.</p> <p>6 Q Okay.</p> <p>7 A I think it was Carlos Ramos. I think that's</p> <p>8 what it -- I think it was Carlos at that time.</p> <p>9 Q What level of the grievance process did that</p> <p>10 go through?</p> <p>11 A Local, and then we went to what they call</p> <p>12 Eight Cities, which they have no more.</p> <p>13 MR. WEINSTOCK: I'm sorry.</p> <p>14 MR. SANTUCCI: Eight Cities, which they have</p> <p>15 no more.</p> <p>16 A I think it went to Eight Cities.</p> <p>17 BY MS. WALSH:</p> <p>18 Q And what was the result of that?</p> <p>19 A I was reinstated.</p> <p>20 Q You were reinstated. Did you receive back pay</p> <p>21 after your reinstatement?</p> <p>22 A Oh, no, no. I'm not sure if it did go to</p> <p>23 Eight Cities. I'm not exactly sure if we went to Eight</p> <p>24 Cities or not. I know we went to -- no. It only went to a</p> <p>25 local hearing. From my memory, I think we only went to a</p>

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<p style="text-align: right;">18</p> <p>1 local hearing.</p> <p>2 Q Okay.</p> <p>3 A No, I didn't get no back pay. It was part of</p> <p>4 what was agreed upon by the union.</p> <p>5 Q You mentioned that you filed maybe four or</p> <p>6 five grievances. Did any of those grievances also go to the</p> <p>7 local level?</p> <p>8 A A few of them I would think. The runarounds,</p> <p>9 sometimes they go. You're really testing my memory.</p> <p>10 Q Okay.</p> <p>11 A I'm just --</p> <p>12 Q Other than grievances, have you ever been</p> <p>13 involved in any other kind of litigation? What I mean by</p> <p>14 litigation is being either a party or a witness or involved</p> <p>15 in a court proceeding.</p> <p>16 A No, not that I can remember. I don't know of</p> <p>17 any.</p> <p>18 Q Okay. Have you ever filed an NLRB charge?</p> <p>19 MR. MIRIN: An unfair labor practice charge.</p> <p>20 A No, no.</p> <p>21 BY MS. WALSH:</p> <p>22 Q Have you ever filed a grievance against any</p> <p>23 other employer other than Carolina Freight?</p> <p>24 A Oh, probably at Hall's for runaround. Red</p> <p>25 Star, no, I never had a problem there.</p>	<p style="text-align: right;">20</p> <p>1 involving seniority or seniority rights?</p> <p>2 A The only time we get into seniority rights</p> <p>3 would have been on runarounds, so I would say yes.</p> <p>4 Q As a steward, were you familiar with the</p> <p>5 National Master Freight Agreement and the supplements?</p> <p>6 A I'll be honest with you. I'm not as good at</p> <p>7 it as I probably should have been. I know of them and can</p> <p>8 read them. That doesn't mean I always understand whatever I</p> <p>9 read.</p> <p>10 Q When you were processing grievances, did you</p> <p>11 read the contract?</p> <p>12 A A lot of times I would basically help -- get</p> <p>13 help from the -- union help.</p> <p>14 Q Are there any other types of grievances that</p> <p>15 you have processed while you were a steward?</p> <p>16 A I don't know what you're looking for. I don't</p> <p>17 know. There might be but unless it was presented to me and</p> <p>18 I could read it and maybe recollect it I don't have -- I'll</p> <p>19 be honest with you. I really don't know.</p> <p>20 Q Okay. Let's jump ahead a little bit here.</p> <p>21 You were employed at Carolina Freight. When were you laid</p> <p>22 off from Carolina Freight?</p> <p>23 A It should have been probably the end of March</p> <p>24 of '95, roughly in that area there, because you got -- if</p> <p>25 you don't work in 30 days I think it was you're laid off.</p>
<p style="text-align: right;">19</p> <p>1 Q What about since the time you left Carolina</p> <p>2 Freight in '95 up until the present time?</p> <p>3 A No. I'm in a nonunion job now.</p> <p>4 MR. MIRIN: Off the record.</p> <p>5 (Discussion held off the record.)</p> <p>6 BY MS. WALSH:</p> <p>7 Q Why don't we go back on the record. Let me</p> <p>8 ask you this question: is Stover Fuel Oil represented by</p> <p>9 Local 776?</p> <p>10 A No, it is not.</p> <p>11 Q It's not. Okay. You had mentioned that you</p> <p>12 spent -- and correct me if I'm wrong -- I think you said</p> <p>13 about a year as a steward?</p> <p>14 A Correct.</p> <p>15 Q Okay. What were your responsibilities as a</p> <p>16 steward?</p> <p>17 A To file grievances, try to be like the</p> <p>18 mediator between disputes.</p> <p>19 Q Right. What types of incidents or cases did</p> <p>20 you file grievances over at that time while you were a</p> <p>21 steward?</p> <p>22 A Runarounds, missed load stuff. That covers</p> <p>23 probably most everything you see. It was mostly like stuff</p> <p>24 of that nature, yeah.</p> <p>25 Q Did you file grievances or handle disputes</p>	<p style="text-align: right;">21</p> <p>1 Q So was there a situation where you hadn't</p> <p>2 worked for a period of time prior to the date of your</p> <p>3 layoff?</p> <p>4 A I was working one or two days. I can't</p> <p>5 pinpoint it down at this point. I'm not exactly sure</p> <p>6 without looking at the paperwork when the change actually</p> <p>7 took effect.</p> <p>8 Q Okay. What change are you talking about?</p> <p>9 A Well, they were going to move -- break it</p> <p>10 down. Carolina was going to lose so many people and some --</p> <p>11 they were supposed to leave like I think 120 there and that</p> <p>12 was your options. Everybody had options to go, and I chose</p> <p>13 to stay.</p> <p>14 Q You chose to stay?</p> <p>15 A (Witness nods head affirmatively).</p> <p>16 Q And this was when Carolina was closing its</p> <p>17 facility; is that right?</p> <p>18 A That's when they were doing their change of</p> <p>19 operation. They weren't -- we were told they were going to</p> <p>20 keep X amount of people there in Carlisle for X amount of</p> <p>21 time and possibly it would stay open.</p> <p>22 Q And when you're saying that you were told they</p> <p>23 were going to keep X amount of people there, when were you</p> <p>24 told this, what date are we looking at here?</p> <p>25 A They gave you -- whenever they do a change of</p>

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22

1 operations they always -- we had a union meeting, and that's
2 the best that I can understand it anyways.

3 MS. WALSH: Why don't we go ahead and mark
4 these as Bechtel Exhibits 2 and 3.

5 (Letter dated March 21, 1995 to Mr. Griffith
6 and Mr. Carey from Mr. Valitutto marked as Bechtel Exhibit
7 2.)

8 (Letter dated March 27, 1995 to Mr. Griffith
9 from Ms. Caira marked as Bechtel Exhibit 3.)

10 BY MS. WALSH:

11 Q Let me just jump back for one second here.
12 You mentioned that you -- I believe you were talking in
13 March of '95 a union meeting being held to talk about the
14 changes at Carlisle at Carolina's facility?

15 A Well, they had it -- well, they would have had
16 it before March. It was in the beginning of the year
17 because -- I don't know how long it takes to do some of this
18 but it was -- the best I remember it was the beginning of
19 the year but -- like I say, around March I think is when --
20 I can't remember when the date was that they put it forward
21 or whatever you want to say.

22 Q Who put it forward?

23 A The plan -- well, they were -- what was
24 happening was they were taking freight away. You just can't
25 go up one day and shut it down and not have freight out.

23

1 You have to get that freight out, and they were preparing
2 for a shutdown I guess you would say basically. You can't
3 shut down and leave freight there. You've got to get it
4 out.

5 Q And that was Carolina that you're referring to
6 when you say preparing?

7 A Correct.

8 Q Did that facility shut down?

9 A Yes, they did.

10 Q Do you recall when that occurred?

11 A No, I don't. Here it says on or about May
12 21st. That would sound correct because I didn't work up to
13 the last date.

14 Q Okay. And you were just referring there for a
15 second to what we have marked as Bechtel Exhibit 2, and
16 that's a letter dated March 21st from Carolina Freight
17 Carriers Corporation to Mr. Thomas Griffith, President of
18 Local 776, and Mr. Ron Carey, President of the International
19 Brotherhood of Teamsters. That's the letter you were
20 looking at?

21 A Yes, yes.

22 Q Okay. Have you seen this letter before today?

23 A Oh, I would think so.

24 MR. MIRIN: Don't speculate. If you have a
25 present memory, you're supposed to provide it.

24

1 BY MS. WALSH:

2 Q Let me ask the question again. Have you seen
3 this letter before today?

4 A I would say yes.

5 Q Okay.

6 A I'm pretty sure I have, yes.

7 Q When did you see it or when do you believe you
8 saw it?

9 A That I'm not exactly sure of.

10 Q Would it have been back around the time of
11 March 21st, 1995 when the letter was dated?

12 A I would assume yes because this more than
13 likely would have been -- I don't know. I would think we
14 had that. It would have had to have been after March 21st,
15 of course, but I would -- I'm pretty sure I've seen this,
16 yes.

17 Q Okay. What about the next letter? We've
18 marked the second one as Bechtel Exhibit 3. This is a
19 letter dated March 27th, '95. Do you recall if you have
20 seen this letter before?

21 A Yeah, I'm sure I have seen that one before. I
22 remember hearing about that, and I'm sure I've read that. I
23 don't have it anymore, but I'm sure I have seen that one
24 too. I think that was in the papers, too. I mean the
25 public newspaper, like the Harrisburg Patriot. This was a

25

1 big thing back then.

2 Q How did you receive notice that you were being
3 laid off from Carolina?

4 A I don't believe I ever received -- I don't
5 remember receiving a layoff. I think if you don't work
6 after 30 days you're --

7 Q Okay. If you don't work after 30 days what
8 happens?

9 A You're considered laid off.

10 Q Okay. At some point were you informed that
11 Carolina Freight was closing the Carlisle terminal or
12 shutting down operations at Carlisle?

13 A By the letters and this letter, that Number 2
14 and 3, plus the union hall. Like I said, we had a -- I
15 can't give you the date of when it was, but I know there was
16 a union meeting about it.

17 Q Okay. Was this only a union meeting or was
18 this a meeting that involved the employer as well?

19 A It was -- let me think. It should -- I think
20 it was just the union hall. It was at the union hall and
21 the -- I don't think anybody from Carolina was there, but
22 ABF was there.

23 Q ABF was there?

24 A Yeah. They were actually taking job
25 applications.

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<p style="text-align: right;">34</p> <p>1 showed you. You said that you thought you had seen this 2 letter; is that right? 3 A It was showed to me, but I couldn't remember 4 filling it out. 5 MR. MIRIN: Counsel, that's Bechtel 6 Exhibit 4? 7 MS. WALSH: Yes, I'm sorry, Bechtel 8 Exhibit 4. 9 BY MS. WALSH: 10 Q Do you recall when you would have seen this 11 letter? 12 A Grievance hearings. 13 Q Grievance hearings? 14 A I think that's where I've seen it. 15 Q Do you recall receiving this letter around the 16 time that it was dated of October 12, 1995? 17 A I've signed the next paper, so I would have 18 had to have seen it, yes. 19 Q The attachment, which is Bechtel Exhibit 5, 20 has a date. Well, let me ask you first at the top 21 right-hand corner where there is handwriting and not 22 counting the handwriting in the bottom left-hand corner, is 23 that your writing? 24 A Yes. 25 Q Okay. And is that your signature at the</p>	<p style="text-align: right;">36</p> <p>1 A I would probably have read it sometime along 2 the line. I'm not saying when. I'm not exactly sure. I 3 would say I probably read it somewhere along the line. 4 Being a steward for a year, somewhere along the line some 5 way you're going to run into it. 6 Q Do you recall what you understood about 7 Article 5, Section 5 back then, back at the time you got the 8 letter? 9 A No. You're talking almost eight years now, 10 seven years. I've been out of the union full-time since ABF 11 -- I mean Carolina. 12 Q Okay. And the second page -- and this is 13 marked as Bechtel Exhibit 5 -- this is your -- you said this 14 is your writing here. Did you fill out this form? 15 A I signed it. I would say yes. 16 Q Okay. Did you return this form to ABF? 17 A They got it. I would say yes. 18 MR. MIRIN: For the record, if I might, we're 19 looking at Bechtel Exhibit 5? 20 MS. WALSH: Yes. 21 MR. MIRIN: Do we have the original here for 22 inspection? All I've seen is a copy. 23 MS. WALSH: I don't have it at this moment. 24 This is the best copy that I have right now. 25 MR. MIRIN: Okay. We'll send you a letter on</p>
<p style="text-align: right;">35</p> <p>1 bottom right-hand corner? 2 A Yes. 3 Q Okay. And it looks like, again, at the top 4 right-hand corner it's dated 10/15 of '95. Do you see that? 5 A Yes. 6 Q Do you have any reason to believe that that 7 wasn't the correct date or the date that you signed it? 8 A It looks like my handwriting. 9 Q Okay. Is there any reason why you would have 10 signed it on a different date that you can think of? 11 A You're talking '95. I -- 12 Q Okay. All right. Looking at the first page 13 of the letter and the second full paragraph there where it 14 says as a result of the decision from the change of 15 operations committee, the Carolina employees who are laid 16 off at Carlisle, Pennsylvania will have certain rights to 17 future work opportunities with ABF, Article 5, Section 5 of 18 the NMFA addresses those rights. Do you see that paragraph 19 there? 20 A Yes. 21 Q Do you recall reading that paragraph at the 22 time that you received the letter? 23 A I would say probably. 24 Q At the time that you received this letter were 25 you familiar with Article 5, Section 5 of the NMFA?</p>	<p style="text-align: right;">37</p> <p>1 it -- 2 MS. WALSH: That's fine. 3 MR. MIRIN: -- asking for an opportunity to 4 inspect those. Thank you. 5 BY MS. WALSH: 6 Q In the reference line it says Ref: Employment 7 opportunities under Article 5, Section 5 of the NMFA. Do 8 you see that there? 9 A Yes. 10 Q Okay. What was your understanding of when you 11 filled out this form what this form was for? 12 A That if there is any work available I would be 13 called. 14 Q Prior to the time that you signed and returned 15 the form, did you ask anyone any questions about it? 16 A I can't truthfully say yes or no. I don't 17 remember for sure. 18 Q Do you recall if you had any questions about 19 it? 20 A I can't recall. It's been such a long time. 21 I can't truthfully give you an answer. 22 Q Okay. Did you request any additional 23 information from ABF about this letter or what your rights 24 were? 25 A I don't remember ever requesting anything</p>

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<p style="text-align: right;">38</p> <p>1 because I figured this paper seems to be pretty 2 self-explanatory to me. If there is work available, I will 3 be called. 4 MS. WALSH: Can we take five minutes? 5 (Recess.) 6 BY MS. WALSH: 7 Q Mr. Bechtel, after you were laid off from 8 Carolina, did you look for other work? 9 A Of course. 10 Q Okay. Where did you look? 11 A I looked a lot of places. I ended up working 12 for Denten. They're out of Michigan. I can't give you an 13 address at this point, but I worked the 581. It was through 14 the union. 15 Q Which hall? 16 A Local 776 construction. They have a road or a 17 dock and then they have I think a construction and they 18 might -- I think they have like for the jails and stuff. 19 You know, they have different divisions, in other words, 20 UPS. 21 Q Okay. 22 A But this was the construction part of it. 23 Q What kind of work were you doing? 24 A I was a driver. 25 Q How long were you at Denten?</p>	<p style="text-align: right;">40</p> <p>1 after -- I think that's when we had the blizzard, and I 2 started right after that. 3 MR. McCALL: April of '95? 4 A '96 we had the blizzard. He got to be my oil 5 man. He called me. He knew I was laid off. He said could 6 you help me a couple days, and that transpired into a job. 7 BY MS. WALSH: 8 Q And you've been at Stover ever since then? 9 A Yes. 10 Q Did you ever work for ABF? 11 A No. I applied two times and never -- when 12 Hall's went under I applied and never was offered any work, 13 and when they were there at the union meeting I applied and 14 never ever was ever offered any work. I guess they just 15 didn't want me. I don't know. 16 Q When you're talking about the union meeting, 17 is that the same as you were talking about before? 18 A Yes, yes, when they were talking about closing 19 down Carlisle. 20 Q Okay. Now, were you ever contacted by ABF 21 regarding a work opportunity? 22 A The only time I was ever called was -- I don't 23 have my paper in front of me. They called me and offered me 24 work in I think it was November. 25 Q Do you recall who -- I'm sorry.</p>
<p style="text-align: right;">39</p> <p>1 A Till October. 2 Q October of '95? 3 A '95, yeah. It was just for the summer. 4 Q After you worked at Denten, where did you 5 work? 6 A Part-time for Roadway and -- yeah, Roadway. 7 Q What were you doing? 8 A And maybe Red Star. I'm not exactly sure. I 9 was trying to keep -- you know, you've got to make ends 10 meet. 11 Q Sure. What were you doing for Roadway? 12 A Jockey. 13 Q Was that a full-time position? 14 A No, casual. 15 Q Casual? 16 A (Witness nods head affirmatively). 17 Q Was that a local job or where was that 18 located? 19 A Carlisle. 20 Q Aside from Denten and Roadway, any other jobs 21 after the time you left Carolina? 22 A Stover Fuel Oil. 23 Q I think you said you started at Stover around 24 '96? 25 A '95, right around April of '95. It was right</p>	<p style="text-align: right;">41</p> <p>1 A I'm not sure of the year. I was offered to go 2 I think like Texas or Minnesota or Michigan or take a 3 layoff. It was just strictly on the phone, and you had to 4 make a decision right then. It wasn't call us back in 10 5 days. It was you need to make a decision now, and I wasn't 6 going to Waco, Texas. They offered me a driver job, which I 7 thought that was kind of unusual. 8 Q They offered you a driver job? 9 A Yes, it was strictly a driver job. 10 Q Do you recall who you spoke with? 11 A No. 12 Q Okay. Do you know where they were calling 13 from, what location they were calling from? 14 A Arkansas, is that where -- Arkansas. I can 15 only assume that, you know, I'm talking to them on the phone 16 -- it was strictly a phone call. It wasn't anything -- 17 after that I received paperwork saying you will remain in 18 layoff in Carlisle. 19 MS. WALSH: Why don't we go ahead and mark 20 Bechtel Exhibit 6. 21 (Letter dated November 9, 1995 to Rickey 22 Bechtel from Gordon Ringberg marked as Bechtel Exhibit 6.) 23 BY MS. WALSH: 24 Q Mr. Bechtel, do you recall receiving this 25 letter?</p>

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<p style="text-align: right;">42</p> <p>1 A Without having mine in front of me, I would 2 say this is probably the letter that I got. I do have this 3 one somewhere. 4 Q This one being Bechtel Exhibit 6? 5 A This paper that I received a phone call. I 6 can't say if that's the correct places they offered me, but 7 I did decline to stay in layoff in Carlisle. 8 Q You said you received a phone call; is that 9 right? 10 A Yes. 11 Q Okay. What exactly did the caller tell you? 12 A The best I can remember they offered me jobs 13 as a driver. Do you want to go, if not -- you know, it was 14 kind of brief. There wasn't really no -- what I can 15 remember. I'm just going by what I can remember. It was 16 nothing really -- this is what we're offering you, you need 17 to make a decision like now. 18 Q Okay. Did you make a decision? 19 A I stayed in layoff in Carlisle, yes. 20 Q Okay. Why did you decline the job 21 opportunity? 22 A Because my roots are in this area, my family 23 is here. 24 Q After you declined this job offer, did you 25 ever renew your request for work opportunities?</p>	<p style="text-align: right;">44</p> <p>1 have seen this particular document here before. 2 A I would say yes. 3 Q Okay. Did you read this document? 4 A By looking at it, briefly going over it, I 5 would say, yes, it looks like everything. 6 Q All right. Thank you. At some point did you 7 learn about vacancies at ABF's Carlisle terminal? 8 A Yes. 9 Q How did you become aware of vacancies there? 10 A Actually, I was coming out of Roadway Express 11 and happened to make the left-hand turn -- usually I go 12 right -- and there was a trailer sitting there that said 13 dock -- road and dock or something like that opening. I 14 called a friend of mine and asked him about it, and that's 15 how I found out about it but basically, you know -- 16 Q Basically? 17 A I seen that and called him because he was also 18 at Carolina and I thought he might know. We got talking. 19 He checked it out, and I filed a grievance. 20 Q Who was the friend that you talked to? 21 A Ray Snyder. 22 Q How long have you known Mr. Snyder? 23 A Since Hall's. 24 Q Since Hall's? 25 A Hall's Motor Freight, yeah, '79, '80. He was</p>
<p style="text-align: right;">43</p> <p>1 A I don't remember ever -- I don't remember even 2 having to have to do that. I just figured with this letter 3 that is -- you know, I can't -- unless you can provide me 4 something, it's a long time. I don't remember ever doing 5 that, no. 6 Q Okay. Were you ever contacted about other 7 opportunities at ABF? 8 A No, not that I can remember, no. This was the 9 last that I was ever -- that I remember ever being contacted 10 was this letter here marked Bechtel Exhibit 6. 11 MS. WALSH: Why don't we mark this as Bechtel 12 Exhibit 7. 13 (Complaint marked as Bechtel Exhibit 7.) 14 BY MS. WALSH: 15 Q Mr. Bechtel, have you seen this document 16 before? 17 MR. MIRIN: Yes. 18 A Yes. He would know better than I would. I 19 have seen many papers. I would say yes. 20 MR. MIRIN: I think he's saying he has seen 21 drafts. 22 A I mean, I'm not a lawyer. I don't remember 23 all this stuff. I just -- 24 BY MS. WALSH: 25 Q That's fine. All I'm asking you is if you</p>	<p style="text-align: right;">45</p> <p>1 a road driver. You know -- I mean, I knew of him. 2 Q Right. When did you -- you said you were 3 coming out of Roadway and saw a sign. When was that? 4 A Shortly before I filed my grievance. I don't 5 know the exact date. 6 Q Do you know the year? 7 A If you look at my grievance. I'm not sure 8 exactly what the date is, no. 9 MS. WALSH: Well, why don't we go ahead and 10 mark this then. This is Bechtel Exhibit 8. 11 (NMFA Grievance dated February 20, 2000 marked 12 as Bechtel Exhibit 8.) 13 BY MS. WALSH: 14 Q Mr. Bechtel, is this the grievance that you 15 filed? 16 A Yes. 17 Q Okay. And here the date in sort of the upper 18 right-hand corner, the written date, is February 20th of 19 2000. Would you agree with that? 20 A I would say that's correct. 21 Q Okay. So going back to what we were talking 22 about earlier, does that refresh your memory as to when you 23 would have seen the sign regarding openings at Carlisle? 24 A I don't know what you're asking. 25 Q Seeing the date on the grievance here, does</p>

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<p style="text-align: right;">46</p> <p>1 that help you remember what the date might have been that</p> <p>2 you saw the sign regarding positions at Carlisle?</p> <p>3 A It would have been real close to that. I only</p> <p>4 worked weekends, so it would have been a weekend.</p> <p>5 Q By real close, are we talking days or months?</p> <p>6 A Oh, as soon as I seen that I got to calling</p> <p>7 different people, but I only found Ray. In fact, he punched</p> <p>8 a grievance for me because I don't -- you can't just walk</p> <p>9 into these places, you know. He actually got me the</p> <p>10 grievance, and then I filled it out.</p> <p>11 Q Ray got you the grievance?</p> <p>12 A Correct.</p> <p>13 Q When you first -- you said you called Ray or</p> <p>14 you got a hold of Ray; is that right?</p> <p>15 A (Witness nods head affirmatively).</p> <p>16 Q Is that a yes? You're nodding.</p> <p>17 A Yes. I'm sorry.</p> <p>18 Q No problem. I get caught doing it, too. What</p> <p>19 did you say in the conversation with Ray, what was said in</p> <p>20 the conversation with Ray?</p> <p>21 A I knew he took layoff at Carlisle also, and I</p> <p>22 didn't realize he even worked for ABF. He said I'm back at</p> <p>23 ABF. Then he told me that they went back and I said well --</p> <p>24 I didn't understand why we weren't offered. I just said</p> <p>25 give me a grievance, I'm filing a grievance. Then I went</p>	<p style="text-align: right;">48</p> <p>1 MR. MIRIN: I'm sorry, Counselor. You've</p> <p>2 marked that number what?</p> <p>3 A Eight.</p> <p>4 MR. SANTUCCI: Eight.</p> <p>5 BY MS. WALSH:</p> <p>6 Q Prior to the time that you filed the grievance</p> <p>7 form, did you contact anyone at ABF regarding openings at</p> <p>8 Carlisle?</p> <p>9 A No, I don't think so. I don't remember</p> <p>10 calling anybody up.</p> <p>11 Q You never called anyone to get more</p> <p>12 information -- called anyone at ABF to get more information?</p> <p>13 A Not that I remember, no, no. Like I said,</p> <p>14 with the letter that I had I just figured if they had work</p> <p>15 they're going to call us. That's why we -- you know,</p> <p>16 somebody should be watching that. I'm just trying to make a</p> <p>17 living, you know, and that's why -- one of the reasons I</p> <p>18 kept my union dues and stuff paid up.</p> <p>19 MR. MIRIN: Off the record.</p> <p>20 (Recess.)</p> <p>21 BY MS. WALSH:</p> <p>22 Q Let's turn back here to Bechtel Exhibit 7. If</p> <p>23 you could just look at what's numbered Paragraph 10 on Page</p> <p>24 5, I just want to clarify your testimony here. Paragraph 10</p> <p>25 states Mr. Bechtel learned, by word of mouth, that there</p>
<p style="text-align: right;">47</p> <p>1 about my grievance procedures.</p> <p>2 Q Did he tell you anything else in that</p> <p>3 conversation?</p> <p>4 A As far as --</p> <p>5 Q Anything. I'm just trying to get a sense of</p> <p>6 what your conversation was with him regarding that.</p> <p>7 A He just said he came back as a road driver.</p> <p>8 He found out on his own. I don't know why he didn't call me</p> <p>9 but -- and then he said they had hired -- he found out they</p> <p>10 had hired -- he didn't tell me that night he found out but</p> <p>11 he punched me a grievance and I proceeded with my -- I asked</p> <p>12 him could he get me a grievance, he's there, and I just</p> <p>13 filed it.</p> <p>14 Q Did you talk to anyone else regarding openings</p> <p>15 at Carlisle at this time that we're talking about here?</p> <p>16 A Not that I can remember. I remember calling</p> <p>17 Ray.</p> <p>18 Q Okay. What were you doing at the time that</p> <p>19 you learned this information, where were you working?</p> <p>20 A Stover Fuel Oil, Hershey.</p> <p>21 Q Now, you said Ray got you the grievance form</p> <p>22 here. Who filled out the form?</p> <p>23 A I did.</p> <p>24 Q Is that your handwriting there?</p> <p>25 A Yes, it is.</p>	<p style="text-align: right;">49</p> <p>1 appeared to and I believe the word be should be in there --</p> <p>2 MR. MIRIN: It was omitted it looks like.</p> <p>3 BY MS. WALSH:</p> <p>4 Q -- vacancies at the "Carlisle Barn" of ABF and</p> <p>5 undertook to contact ABF in February of 2000. I just wanted</p> <p>6 to clarify. Did you undertake to contact ABF regarding</p> <p>7 vacancies at Carlisle Barn in February of 2000?</p> <p>8 A By grievance.</p> <p>9 Q Your grievance? Okay. And that's your only</p> <p>10 contact with ABF regarding vacancies at Carlisle?</p> <p>11 A That I remember. That I remember, yes.</p> <p>12 Q Okay. Let's go back to your grievance. You</p> <p>13 stated that this is your handwriting; is that right?</p> <p>14 A Yes.</p> <p>15 Q Did you have any help preparing this</p> <p>16 grievance?</p> <p>17 A Help?</p> <p>18 Q Did anyone assist you to prepare the</p> <p>19 grievance?</p> <p>20 A Yeah.</p> <p>21 Q Who was that?</p> <p>22 A Ray.</p> <p>23 Q Ray?</p> <p>24 A Ray Snyder.</p> <p>25 Q Is that Mr. Snyder's full name, Ray Snyder?</p>

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1 decision from Local 776. Did you attach those documents to
 2 this grievance or include those with this grievance?
 3 A I would think so. I think they all came
 4 together. Attachments, yeah. I would say they came with.
 5 You don't have those? That would all have been at my
 6 grievance hearings. You should have that.
 7 MS. WALSH: Okay. Let's mark this as Bechtel
 8 Exhibit 9.
 9 (Reason for grievance marked as Bechtel
 10 Exhibit 9.)
 11 BY MS. WALSH:
 12 Q Mr. Bechtel, have you seen this document
 13 before?
 14 A Yes.
 15 Q Can you identify this document for me?
 16 A Yeah. It's one -- I think that's the one
 17 that's attached to the grievance.
 18 Q Did you write this document, and by writing I
 19 mean is this your language as opposed to typing it?
 20 A Yes. Some of it came out of the Master
 21 Freight but --
 22 Q When did you draft this document?
 23 A Excuse me?
 24 Q When did you draft this document?
 25 MR. WEINSTOCK: By this you're referring to

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1 Q Okay. Did you have conversations with anyone
 2 at Local 776 regarding your grievance?
 3 A Well, sure.
 4 Q Okay. Who did you speak with there?
 5 A Charles Shughart.
 6 Q Anyone else?
 7 A I think that was Charles, Chuck as we know
 8 him. He's the one that dealt with it. He's the one that --
 9 when we went to ABF at the terminal, he was the one that was
 10 there.
 11 Q When you went to ABF at the terminal, what are
 12 you referring to there?
 13 A Well, we had to go meet with them to discuss
 14 my grievance, and they can make a decision there. They can
 15 make a decision any time as to whether you'll come back or
 16 you won't come back or whatever.
 17 Q When did that meeting take place?
 18 A There should be another letter somewhere
 19 saying when that was.
 20 MR. MIRIN: Excuse me. In your prior response
 21 you indicated they can make a decision at any time, and I'm
 22 not certain who the they refers to. For the record, who is
 23 they?
 24 A Well, if they agree with my grievance --
 25 MR. MIRIN: Who is the they?

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1 Exhibit 9?
 2 MR. SANTUCCI: Right.
 3 A When I was filling out my grievance. I
 4 believe it was somewhere in that area there or right after
 5 it was. I can't give you a specific time or date.
 6 BY MS. WALSH:
 7 Q You sent this to Local 776?
 8 A Yes.
 9 Q Did Local 776 process your grievance?
 10 A Yes, they did.
 11 MS. WALSH: Why don't we mark this as Bechtel
 12 Exhibit 10.
 13 MR. MIRIN: This is Exhibit 9?
 14 MR. SANTUCCI: Exhibit 10.
 15 MR. MIRIN: Okay. Exhibit 9 being the typed
 16 document?
 17 MR. SANTUCCI: Correct.
 18 (Letter dated February 29, 2000 to Rickey
 19 Bechtel from Charles Shughart marked as Bechtel Exhibit 10.)
 20 BY MS. WALSH:
 21 Q Mr. Bechtel, have you seen this document
 22 before?
 23 A Yes.
 24 Q Do you recall receiving this document?
 25 A Yes.

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1 A ABF. If ABF would agree with my grievance and
 2 say, yes, we missed you, we made a mistake, we can reinstate
 3 you, that kind of stuff.
 4 MR. MIRIN: Okay. Very good.
 5 MS. WALSH: Why don't we mark a couple more
 6 here. Mark this one as Exhibit 11. Why don't we just go
 7 off the record for a second and mark a bunch of these here.
 8 (Discussion held off the record.)
 9 (Memorandum dated March 29, 2000 to Charles
 10 Shughart from Rickey Bechtel marked as Bechtel Exhibit 11.)
 11 (Letter dated March 29, 2000 to Rickey Bechtel
 12 from Charles Shughart marked as Bechtel Exhibit 12.)
 13 BY MS. WALSH:
 14 Q What we've marked as Bechtel Exhibit 11, have
 15 you seen this document before?
 16 A Yes.
 17 Q Did you write this document?
 18 A Yes.
 19 Q And did you send this document to Local 776?
 20 A Yes.
 21 Q Okay. And the date that it's written, is that
 22 correct? March 29th, 2000, is that the correct date?
 23 A I would say yes.
 24 Q Okay. Let's move to Bechtel Exhibit 12. Have
 25 you seen this letter before?

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<p style="text-align: right;">58</p> <p>1 A Yes.</p> <p>2 Q Did you receive this letter?</p> <p>3 A Yes.</p> <p>4 Q And this states that your grievance will be</p> <p>5 discussed at the company level on Wednesday, April 5th,</p> <p>6 2000, at 9:30 a.m. Did that in fact happen?</p> <p>7 A Yes.</p> <p>8 Q Okay. Was there a meeting to discuss your</p> <p>9 grievance?</p> <p>10 A As meaning -- what do you mean by that?</p> <p>11 Q Let me ask it this way: did you discuss your</p> <p>12 grievance with ABF on that date?</p> <p>13 A Yes.</p> <p>14 Q Okay. Were you present at that meeting?</p> <p>15 A Yes.</p> <p>16 Q Who else was present?</p> <p>17 A Charles Shughart, whoever the terminal manager</p> <p>18 was. Quidort I think his name was.</p> <p>19 MR. MIRIN: Spell that for this young lady.</p> <p>20 A That I don't know how to spell.</p> <p>21 MS. WALSH: That's okay. Quidort; is that</p> <p>22 correct?</p> <p>23 MR. MIRIN: Quidort or Kidor.</p> <p>24 A Yeah.</p> <p>25 MR. MIRIN: Phonetic.</p>	<p style="text-align: right;">60</p> <p>1 there was a layoff list, and they claimed there was no</p> <p>2 layoff list.</p> <p>3 Q Who claimed that?</p> <p>4 A ABF. They said the Carolina guys -- they were</p> <p>5 given some kind of stuff that Carolina guys basically had no</p> <p>6 rights is what it came out to.</p> <p>7 Q They said that they had no rights?</p> <p>8 A As far as dovetailing or whatever, no recall</p> <p>9 rights. They were -- like I said, this is the first I heard</p> <p>10 of all this other stuff, you know, as far as -- I think they</p> <p>11 showed us two lists. There was a Carolina list and an ABF,</p> <p>12 an ABF list, and that's the first I've ever seen that.</p> <p>13 Q You were saying all this other stuff, and I</p> <p>14 just want to be clear what we're talking about here. What</p> <p>15 were you referring to when you say you learned all this</p> <p>16 other stuff?</p> <p>17 A Well, I didn't know there was two layoff</p> <p>18 lists, for one.</p> <p>19 Q All right.</p> <p>20 A Like I said, I wasn't -- I never knew of a</p> <p>21 union meeting. After ABF and Carolina merged, I never knew</p> <p>22 of anything. You know, usually when they have merges they</p> <p>23 call a meeting for the guys. I never received anything on</p> <p>24 that that I remember, and I don't know if they ever had a</p> <p>25 meeting --</p>
<p style="text-align: right;">59</p> <p>1 A He's an older gentleman.</p> <p>2 BY MS. WALSH:</p> <p>3 Q And who was Mr. Quidort representing at that</p> <p>4 meeting?</p> <p>5 A ABF.</p> <p>6 Q Do you know what his position was or title?</p> <p>7 A If I remember him saying, he was partially</p> <p>8 retired or something. I don't know exactly what his</p> <p>9 position was, no.</p> <p>10 Q Okay. Was anyone else at that meeting?</p> <p>11 A Thomas Schildt. I think he was there the same</p> <p>12 day as I was. I think he was there, too.</p> <p>13 Q Thomas Schildt also filed a grievance?</p> <p>14 A Yes.</p> <p>15 Q And what was Thomas Schildt's grievance about?</p> <p>16 A The same thing as far as I remember.</p> <p>17 Q Okay. What happened at the meeting?</p> <p>18 A They said we were denied. They had no -- we</p> <p>19 had no recall rights at all and that they said this 5.5, I</p> <p>20 think it is, saying that that's what we would have to come</p> <p>21 back under if we were going to come back.</p> <p>22 Q Did you say anything at the meeting?</p> <p>23 A I'm sure I said something. I don't know</p> <p>24 exactly what. I didn't agree with it. I said that when we</p> <p>25 were laid off -- I'm just going by vague memory -- that</p>	<p style="text-align: right;">61</p> <p>1 Q Right.</p> <p>2 A -- to clarify anything. Like I said, when I</p> <p>3 received my letter back from ABF, I just figured they'll</p> <p>4 call when they need help. You know, I have to live so I got</p> <p>5 a job and I was working but I always left -- you know, I</p> <p>6 always listened waiting for a phone call hopefully. You</p> <p>7 always have hopes.</p> <p>8 Q And the letter you're referring to was the one</p> <p>9 that said that you denied -- you declined a position under</p> <p>10 Article 5, Section 5?</p> <p>11 A Declined to move.</p> <p>12 Q Declined to move?</p> <p>13 A To move, yeah, and I would stay in layoff at</p> <p>14 Carlisle.</p> <p>15 Q You mentioned two lists. Was your name on</p> <p>16 either of those lists?</p> <p>17 A They didn't even have a list for names. It</p> <p>18 was numbers.</p> <p>19 Q It was numbers?</p> <p>20 A Yes.</p> <p>21 Q So there were no names on the list?</p> <p>22 A They said they had no list at all. The way I</p> <p>23 understood it was there was zero laid off ABF and X amount</p> <p>24 Carolina, maybe like 300 or something like that, but it</p> <p>25 didn't -- they didn't have -- they told me they didn't have</p>

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1 no list.
2 Q Well, let me just back up because I guess I'm
3 a little confused. I thought earlier you were talking about
4 there being two lists, an ABF and a Carolina list?
5 A Yeah. There was a paper that I seen the
6 grievances and stuff and they showed it to me. It said when
7 they did the merger or change I guess it was it showed
8 people being -- gaining terminals, losing terminals and it
9 showed, if I understand it correctly, layoff here, like
10 Carlisle, Brattleborough, whatever. I'm just giving
11 examples of different places --
12 Q Sure.
13 A -- who's laid off at them places. For some
14 reason they had an ABF and then they had a Carolina. It was
15 a division, and I didn't understand why that was.
16 MS. WALSH: Okay. Let's mark this as Bechtel
17 Exhibit 14.
18 MR. MIRIN: Counsel, I'm looking at the
19 document and it looks as if inadvertently -- and it doesn't
20 appear to change the sense of it -- that the left-hand side
21 has been redacted starting about halfway down the page with
22 the second line of the paragraph starting following is.
23 MS. WALSH: I believe that's perhaps one
24 letter got cut off in the copying process.
25 MR. MIRIN: It looks like it, but looking at

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1 the margins I don't know. Would you have another copy that
2 might have --
3 MR. SANTUCCI: We'll send you a letter with
4 it.
5 MR. MIRIN: I don't want to delay us. It
6 appears to be nominal.
7 MS. WALSH: We'll get you a copy at the break.
8 MR. MIRIN: Thank you.
9 MR. McCALL: Here you go.
10 MR. MIRIN: Thank you, Counselor.
11 (Letter dated April 5, 2000 to Andy Upchurch
12 from Charles Shughart marked as Bechtel Exhibit 13.)
13 (Electronic mail dated 9/19/95 marked as
14 Bechtel Exhibit 14.)
15 BY MS. WALSH:
16 Q Mr. Bechtel, have you seen this document
17 marked as Bechtel Exhibit 14 before?
18 A I believe this is the one that was at the
19 hearings.
20 Q What hearings are those?
21 A The grievance hearings down in -- I went to
22 hearings -- I had to go to North Carolina to I think that
23 was the eastern conference, and then I had to go to Florida
24 for change of operations I think it was. They sent it there
25 to clarify it or try to get an answer on my grievance.

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1 Q Prior to those hearings, had you seen this
2 decision?
3 A I don't think so. I don't remember ever -- I
4 never received one at the house or anything like that.
5 Q Did you ever read this prior to those hearings
6 -- prior to preparing for those hearings?
7 A I don't think so. I'm not sure if I got one
8 of these or not. It might have been something when I -- I'm
9 not sure if I got this when I requested the answer to the
10 change of operations with the union. I might have gotten it
11 then. I do remember seeing this. I don't recall exactly
12 when I got it though.
13 Q Okay. Well, let's turn to the last page of
14 that document.
15 A Yeah. That's the list.
16 Q Is that the list that you were talking about
17 earlier?
18 A Yeah. This is what was showed -- yeah, this
19 is the list that was shown to me I think it was at the local
20 hearing.
21 Q At the local hearing. Did anything else
22 happen at the local hearing?
23 A As far as --
24 Q Well, let me ask you this: did Mr. Shughart
25 make any statements at the hearing?

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1 A I'm sure he did, but I'm not exactly sure what
2 all he said anymore.
3 Q Okay. Do you recall anyone else speaking at
4 the hearing?
5 A Everybody said something along the way but I
6 don't -- I can't recollect exactly what everybody said, no.
7 MS. WALSH: Let's mark this as Bechtel Exhibit
8 15. Let me back up for a second because I think we marked
9 13 here. Let's take a look at that.
10 MR. MIRIN: That's a letter dated April 5th,
11 2000?
12 MS. WALSH: Right.
13 BY MS. WALSH:
14 Q Mr. Bechtel, have you seen this letter before?
15 A Yes.
16 Q Did you receive this letter from Mr. Shughart?
17 A Yes.
18 MR. MIRIN: I'm not trying to be contentious,
19 Counselor, but it jars every time -- up here they call it --
20 they pronounce it Shughart.
21 MS. WALSH: Shughart, sorry.
22 MR. MIRIN: That's all right. He was a judge
23 over in Cumberland -- his daddy was a judge over in
24 Cumberland County.
25 MS. WALSH: I'll try and be correct. Let's

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<p style="text-align: right;">66</p> <p>1 mark these as 15, 16 and 17.</p> <p>2 (Memorandum dated May 17, 2000 to Charles</p> <p>3 Shughart from Rickey Bechtel marked as Bechtel Exhibit 15.)</p> <p>4 (Letter dated May 24, 2000 to Rickey Bechtel</p> <p>5 from Charles Shughart marked as Bechtel Exhibit 16.)</p> <p>6 (Seniority Roster marked as Bechtel Exhibit</p> <p>7 17.)</p> <p>8 BY MS. WALSH:</p> <p>9 Q Let's just take a look at what we've marked as</p> <p>10 Bechtel Exhibit 15. Mr. Bechtel, do you recognize this</p> <p>11 document?</p> <p>12 A Yes.</p> <p>13 Q Did you write this document?</p> <p>14 A Yes.</p> <p>15 Q Okay. Did you request a seniority list of</p> <p>16 union employees in Carlisle, Pennsylvania?</p> <p>17 A Yes. That's what is stated in the letter.</p> <p>18 Q Did you ever receive the list?</p> <p>19 A I got -- yes, somewhere, yeah.</p> <p>20 Q Let's jump to Bechtel Exhibit 17 here for a</p> <p>21 second. Do you recognize this document?</p> <p>22 A The front cover -- I've seen the seniority</p> <p>23 list from Chuck. I don't think it was sent exactly to me.</p> <p>24 It was showed to me I'm sure in hearings. I've seen it.</p> <p>25 MS. WALSH: Okay. Actually, let's mark this</p>	<p style="text-align: right;">68</p> <p>1 (Letter dated June 15, 2000 to Rickey Bechtel</p> <p>2 from Charles Shughart marked as Bechtel Exhibit 19.)</p> <p>3 MR. MIRIN: Mr. Shughart, I was at what we</p> <p>4 call Shivas services at 6:45 this morning, and I'm beginning</p> <p>5 to get a severe blood sugar headache because that's when I</p> <p>6 had my cup of coffee and --</p> <p>7 MR. SANTUCCI: If you want to break for lunch,</p> <p>8 that's fine. Let's go off the record.</p> <p>9 (Discussion held off the record.)</p> <p>10 (Luncheon recess.)</p> <p>11</p> <p>12 AFTERNOON SESSION</p> <p>13</p> <p>14 BY MS. WALSH:</p> <p>15 Q Mr. Bechtel, before we broke for lunch I</p> <p>16 believe we marked what is Bechtel Exhibit 19. Do you have</p> <p>17 that in front of you there?</p> <p>18 A Yes.</p> <p>19 Q Do you recognize this letter?</p> <p>20 A Yes.</p> <p>21 Q Do you recall receiving this letter?</p> <p>22 A Yes, I believe, yeah.</p> <p>23 Q This letter is advising you that your</p> <p>24 grievance is going to be presented at the Eastern Region</p> <p>25 Grievance Committee; is that right?</p>
<p style="text-align: right;">67</p> <p>1 as Exhibit 18.</p> <p>2 (Letter dated May 24, 2000 to Andy Upchurch</p> <p>3 from Charles Shughart marked as Bechtel Exhibit 18.)</p> <p>4 BY MS. WALSH:</p> <p>5 Q Let me just quickly ask you about what we've</p> <p>6 marked as Bechtel Exhibit 16. Do you recognize this letter?</p> <p>7 A Yes.</p> <p>8 Q Do you recall receiving this letter on or</p> <p>9 about May 24th, 2000?</p> <p>10 A I think I have this one yet.</p> <p>11 Q I'm sorry. You said you did?</p> <p>12 A I think I have this letter.</p> <p>13 Q Okay. And then Bechtel Exhibit 18, do you</p> <p>14 recognize that document or have you seen that document?</p> <p>15 A Well, that wasn't addressed to me. I don't</p> <p>16 know if I've ever seen it personally. I might have.</p> <p>17 Q Great. Thank you.</p> <p>18 A Because I had -- I probably seen it whenever</p> <p>19 Chuck sat down with me and we got ready for hearings.</p> <p>20 Q Okay.</p> <p>21 A That's probably when I seen it. I'm not</p> <p>22 exactly sure of the date.</p> <p>23 MS. WALSH: All right. I think we're through</p> <p>24 with those for now. Why don't we mark this as Bechtel</p> <p>25 Exhibit 19.</p>	<p style="text-align: right;">69</p> <p>1 A That is correct.</p> <p>2 Q Okay. Did you actually attend the --</p> <p>3 A Yes, I did.</p> <p>4 Q You did?</p> <p>5 A I'm sorry. I didn't mean to interrupt you.</p> <p>6 Q No, that's okay. Prior to the time that you</p> <p>7 attended the Eastern Region meeting, did you have any</p> <p>8 discussions with the union about your grievance?</p> <p>9 A Oh, yes.</p> <p>10 Q Okay. And, again, who did you speak to at the</p> <p>11 union regarding your grievance?</p> <p>12 A Charles Shughart.</p> <p>13 Q Is there anyone else that you spoke with?</p> <p>14 A Chuck was the one that was -- that we sat down</p> <p>15 and met on I don't remember which date it was and I'm sure</p> <p>16 somewhere somebody has the -- what was presented down at</p> <p>17 eastern conference, the information that was given. We sat</p> <p>18 down and he just -- you know, we went through how we were</p> <p>19 going to present it.</p> <p>20 Q Okay. Did Chuck Shughart ask for any</p> <p>21 information from you about your grievance?</p> <p>22 A He might have. I mean, everything I had was</p> <p>23 given to him.</p> <p>24 Q Okay. How many times did you meet with him?</p> <p>25 A Once.</p>

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1 Q Where did you meet him?
 2 A Union Hall 776.
 3 Q Aside from meeting with him in person, did you
 4 have any other conversations -- how many conversations did
 5 you have with him?
 6 A It was pretty much everything covered. I
 7 might have talked to him once or twice to make sure of
 8 dates, you know, of when we're going and when I got to be
 9 there, that kind of thing, but we were there pretty long
 10 till we got -- I had to go see him after he had it
 11 together. You know, first it was a rough draft, and then I
 12 had to go back but it wasn't -- maybe two or three times at
 13 the most.
 14 Q Okay. By having it all together, what are you
 15 referring to?
 16 A What was presented at the Eastern Region
 17 Grievance Committee.
 18 Q Are you talking about a written document or
 19 something else?
 20 A The paperwork that was presented. It had like
 21 -- it had my grievance and then some of the different
 22 papers that we've already been through.
 23 MS. WALSH: Okay. Let me go ahead and mark
 24 Bechtel Exhibit 20.
 25 (Electronic mail dated 7/10/2000 marked as

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1 Bechtel Exhibit 20.)
 2 BY MS. WALSH:
 3 Q Mr. Bechtel, do you recognize this document?
 4 A Yeah.
 5 Q Can you tell me what this document is?
 6 A It's basically what our brief was.
 7 Q Do you know who wrote this document?
 8 A I think this is when I was sitting with Ray.
 9 Q With Ray?
 10 A Snyder. I think we sat down or I -- either I
 11 wrote it up and sent it to him and let him look at it
 12 because it's always nice to have two people looking at
 13 something.
 14 Q Let me just ask you about the e-mail addresses
 15 here. The from e-mail address, do you recognize who that
 16 is?
 17 A That's Ray Snyder, yeah.
 18 Q Okay. And the to e-mail address, do you --
 19 A That's me. As you can see, I'm a wrestler's
 20 dad.
 21 MR. MIRIN: A high-school wrestler's dad.
 22 A Yes. That's exactly what it stands for.
 23 BY MS. WALSH:
 24 Q All right. So when did you write this
 25 document? Well, let me ask it this way: was this something

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1 that you wrote before your meeting with Mr. Shughart or
 2 after?
 3 A I don't know whether I met -- I think it was
 4 -- I'm not sure if it was before or after. I'm not exactly
 5 sure of that time frame, but I know Chuck wanted me to lay
 6 out what we wanted, and we sat down and did what we had to
 7 do with it then when we met. I'm not sure if that was
 8 before or after to be honest with you.
 9 Q Okay. Did you ever give this document to
 10 Chuck Shughart?
 11 A I think so. I believe I did. If you look in
 12 the brief it would probably say at the end there because,
 13 you know, I think when I talked to Chuck he said if you want
 14 anything, you know, in the end or whatever you have your
 15 say.
 16 Q And did you give him information to put into
 17 the written documents?
 18 A Oh, yeah. Whatever he had, him and I both
 19 coordinated.
 20 Q Did he take the documents that you gave him
 21 and use that in his written documents?
 22 A He took part, yeah. He took -- I would say
 23 yes.
 24 Q Did he get any other information from you
 25 regarding what to put in the written documents submitted to

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1 the Eastern Region conference?
 2 A He knows more about the contract than I do so,
 3 you know, I had to put my faith in him.
 4 Q Okay. In the first line of this e-mail it
 5 says I was laid off from Carolina Freight in 1995 and
 6 contractually I have 5 years to be recalled back to work
 7 with all seniority. Where does that statement come from or
 8 what is the basis for your writing that sentence?
 9 A I think most of that came from -- it probably
 10 came out of the Master Freight, but I know when we were laid
 11 off when they had the union meeting it was brought to our
 12 attention that you had five years. I think that's pretty
 13 much standard. I don't know the contract inside and out but
 14 -- and it might have even come from Chuck. I'm not --
 15 Q Okay. I'm sorry. When you're talking about
 16 the union meeting, which meeting are you talking about?
 17 A January of '95 when they were doing the
 18 change. You know, they try to cover as much as they can.
 19 Q And this was prior to --
 20 A Closing.
 21 Q Prior to Carolina closing; is that right?
 22 A Correct.
 23 Q Okay. You also state in here -- and bear with
 24 me to try to find it here. Midway down there's a sentence
 25 that starts after April 2000 stating that I feel I should be

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1 offered --
2 MR. MIRIN: Under the contract?
3 MS. WALSH: I'm sorry. Let me move down.
4 BY MS. WALSH:
5 Q Right under that it says this is the same job
6 I was laid off from. Do you see that phrase in there?
7 A Yes. Okay.
8 Q Okay. You were never an ABF employee; is that
9 right?
10 A I never worked for ABF, no.
11 MS. WALSH: Okay. Let me mark this document
12 here as Bechtel Exhibit 21.
13 (Electronic mail dated 7/16/2000 marked as
14 Bechtel Exhibit 21.)
15 BY MS. WALSH:
16 Q Mr. Bechtel, do you recognize this document?
17 A Yeah. It looks like something I handled.
18 Q Do you recognize the e-mail address in the to
19 line at the top?
20 A That one I don't recognize offhand.
21 MR. MIRIN: Is counsel referring to Kjsny70?
22 MS. WALSH: Yes. I'm referring to the top
23 left-hand corner.
24 BY MS. WALSH:
25 Q Under subject date there is to and an e-mail

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1 address, Kjsny70. Do you recognize that?
2 A I'm not sure. That might be Ray's wife's
3 e-mail. I don't know. I'm not sure of that, but that's
4 probably what it might be. I don't know.
5 MR. McCALL: Was that from Kjsny70?
6 MS. WALSH: Yes. I'm sorry. Thank you.
7 BY MS. WALSH:
8 Q And in the to line underneath that, is that
9 again your e-mail address?
10 A You bet.
11 Q All right. Now, it starts off by saying
12 Gentlemen, in review of the facts which were presented here
13 I would like to summarize what we have discussed. Who are
14 you addressing this to?
15 A I'm pretty sure this is the letter I was going
16 to use and I probably did use down at the eastern
17 conference.
18 Q I see. Okay. So is this a -- would you
19 characterize this as a draft of what you wanted to be
20 presented at the eastern conference?
21 A A summary or whatever you want to say, yeah.
22 Q Okay. Did you ever provide this to
23 Mr. Shughart?
24 A I'm not sure if I showed this to him or not
25 because he said whatever you want to -- at the end he said

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1 you'll have your time and you can say -- you know, you can
2 say what you have to say in your defense or whatever.
3 Q Okay.
4 A You always get a chance to -- the grievant
5 always gets a chance to have some say or whatever you want
6 -- however you want to put it.
7 Q Did you actually make a statement at the
8 Eastern Regional conference?
9 A Oh, yeah. I went off of this. I don't know
10 if I read this completely like that, but I just needed
11 something to go on. Like this, if we're going on I might
12 not remember something quite right. It gives you a
13 guideline to go with.
14 Q Do you recall aside from this document what
15 you said at the Eastern Region conference?
16 A It was basically what was on here. No, I
17 don't recall word for word, and I'm sure that was dictated
18 down if you get a draft of that.
19 MS. WALSH: Okay. We'll come back to that.
20 Let me mark the next two.
21 (Letter dated July 18, 2000 to Rickey Bechtel
22 from Charles Shughart marked as Bechtel Exhibit 22.)
23 (Brief marked as Bechtel Exhibit 23.)
24 BY MS. WALSH:
25 Q Mr. Bechtel, do you recognize what we've

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1 marked here as Bechtel Exhibit 22?
2 A Yes. 23?
3 Q Well, let me start with 22.
4 A Let's see what we've got here. Yeah, I
5 believe I have seen that before.
6 Q Okay. And then 23, do you recognize that
7 document?
8 A Yeah. It looks like the brief.
9 MR. MIRIN: Look at the whole thing.
10 A I don't understand what the two is. There is
11 nothing on the two. Is that just -- what is that? Does
12 that mean Exhibit 2?
13 MR. MIRIN: One, two.
14 A Okay. There is nothing on the page. That's
15 why I wondered.
16 MS. WALSH: Yes, I think that's right.
17 A Exhibit 1 is the grievance. Is that what that
18 means as you're paging through here?
19 MS. WALSH: I believe that's --
20 MR. MIRIN: Those are dividers. It looks like
21 a divider.
22 MS. WALSH: Right.
23 A Okay. I just want to make sure I know what
24 I'm looking at. This looks like the brief that Chuck and I
25 basically went down through and then my grievance and that

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1 paper there we had earlier and a copy of the want ad. I
 2 think I've seen most of this before, yes.
 3 **BY MS. WALSH:**
 4 Q Okay. Let me just ask you a couple
 5 questions. Did you read the brief, this document marked as
 6 Bechtel 23, prior to the time of the Eastern Region
 7 conference?
 8 A Oh, yeah, because Chuck and I sat down and
 9 went over it.
 10 Q You did?
 11 A Yes.
 12 Q Okay. When did you sit down and go over it in
 13 relation to when the Eastern Region conference was held?
 14 A I can't give you an exact date, but, like I
 15 said, we had two meetings at least. One we rough drafted
 16 it. Then he filled it out, and then he gave it to me and I
 17 looked over it, but this is only part of what he presented.
 18 I don't think this is everything that was presented at the
 19 hearing.
 20 Q There were additional documents presented?
 21 A I think so.
 22 Q Do you recall what those were?
 23 A I think a decision from Washington. Without
 24 my stuff -- I didn't bring it along. I didn't know I needed
 25 it.

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1 Q Okay. No, that's fine. I just want to focus
 2 now on the brief. Did you have an opportunity to make
 3 comments on the brief prior to the time it was submitted at
 4 the Eastern Region conference?
 5 A I left it mostly up to Chuck because he knows
 6 the contract and basically I can say I briefly -- I believe
 7 I understood most of what he had. It looked like he was
 8 fighting for what I wanted.
 9 Q Okay. Did you discuss the brief with anyone
 10 else other than Chuck?
 11 A I probably talked it over with somebody, but I
 12 know for sure I talked with Ray about it.
 13 Q Anyone other than Ray?
 14 A It's hard to say. I probably could have.
 15 Q Did Ray make any comments about the brief?
 16 A Oh, I'm sure he said something somewhere along
 17 the line.
 18 Q Did you pass those comments along to Chuck
 19 Shughart?
 20 A If I thought there was something, you know,
 21 worthwhile.
 22 Q Right.
 23 A It's just that I hadn't been in this for
 24 awhile. I lay my faith -- I try to lay my faith in the
 25 union because they're at it every day. You know, I'm just a

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1 guy trying to make a living.
 2 MS. WALSH: Let me mark this as Bechtel
 3 Exhibit 24.
 4 (Brief marked as Bechtel Exhibit 24.)
 5 **BY MS. WALSH:**
 6 Q Do you recognize this document that we've
 7 marked as --
 8 A This looks like the brief that Chuck and I
 9 went through and hacked around and changed this this way,
 10 that way, whatever, before the final draft.
 11 Q On this last page, this handwritten page
 12 attached to the back of the brief, is that your handwriting?
 13 A Oh, that looks like mine.
 14 Q Okay. Did Mr. Shughart make all the changes
 15 that you wanted made?
 16 A I believe he did, yes.
 17 Q Okay. And did you approve or agree with the
 18 final version of the brief as it was submitted?
 19 A To the best of, you know, whatever I know
 20 about this, I thought it was fairly presented.
 21 Q Okay. Was there anything that he did not put
 22 in the brief that you asked him to?
 23 A I don't think so. I think he was pretty --
 24 like I said, I put my faith in him.
 25 Q Okay. All right. Now, you said that you

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1 attended the hearing, the Eastern Region joint area
 2 committee hearing; is that right?
 3 A (Witness nods head affirmatively).
 4 Q Who else attended the hearing?
 5 A At my hearing?
 6 Q Right, right, regarding your grievance.
 7 A Chuck Shughart was there. I think Tom
 8 Griffith was there. I'm not sure if there was anybody -- I
 9 think Tom was there and maybe a couple BA's. I'm not sure
 10 exactly who all was there.
 11 Q Anyone from ABF that you recall?
 12 A Oh, yeah, they had somebody there. I don't
 13 remember the name.
 14 Q Okay. Who argued your grievance?
 15 A Chuck.
 16 Q And you said that you also had the opportunity
 17 to speak at the hearing?
 18 A Yes. I'm pretty sure I got to speak at that
 19 one, and then I ended up in Florida. I'm pretty sure you
 20 get a chance at the end.
 21 Q Right. How long did the hearing last
 22 approximately?
 23 A Forty-five minutes maybe. I don't know. I'm
 24 just guessing.
 25 Q Right. And do you recall about how much time

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1 the union had to present your case?
2 A He basically just read through the brief and
3 plugged a few things here and there, but basically he read
4 the brief and fronted any questions they had.
5 Q Okay. What was the outcome of that hearing?
6 A It was sent to -- help me out. You know what
7 it's called. Change of operations committee I think it was
8 called. Was it eastern or whatever?
9 MS. WALSH: Why don't we mark this one as
10 Exhibit 25, and let's mark this as Exhibit 26 while we're at
11 it.
12 (Decision dated July 25, 2000 marked as
13 Bechtel Exhibit 25.)
14 (Letter dated September 26, 2000 to Rickey
15 Bechtel from Charles Shughart marked as Bechtel Exhibit 26.)
16 BY MS. WALSH:
17 Q Do you recognize what we've marked as Bechtel
18 Exhibit 25?
19 A Yeah. This looks like the letter that was --
20 well, it's a decision. Yeah, I got this one sometime along
21 the line. I don't remember what date.
22 Q Do you recall when you received this decision?
23 A No, I don't recall when. It was within their
24 time limit of whatever that would be. I don't know if it's
25 30 days or what. I remember getting the paper with the

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1 decision. I can't give you an exact date or anything.
2 Q Okay. Did they make a ruling at the committee
3 stage while you were there?
4 A Oh, no. No, they don't do that I guess
5 because in case somebody freaks out. Is that an honest
6 answer or what?
7 Q We've marked Bechtel Exhibit 26. Do you
8 recognize this document?
9 A Yes. This is from -- I think from Chuck
10 telling me when the next step was going to be.
11 Q Right. After you received this letter, did
12 you meet with Chuck at all to prepare for the change of
13 operations committee hearing?
14 A I don't think we met because you've got to
15 present the same thing. Whatever you presented -- as far as
16 I understand, whatever you present at one you have to
17 present at the other one.
18 MS. WALSH: Let's mark this as Exhibit 27.
19 (Handwritten notes on La Quinta Inn letterhead
20 marked as Bechtel Exhibit 27.)
21 BY MS. WALSH:
22 Q Mr. Bechtel, do you recognize this document?
23 A It looks like my handwriting.
24 Q Are these your notes?
25 A Yeah, it looks like my handwriting.

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1 Q Do you recall when you made these notes?
2 A That almost must have been in Florida.
3 Q And that would be at the change of operations
4 committee meeting?
5 A Yeah. I think I stayed at the La Quinta Inn
6 down there.
7 Q Did you take these notes at the meeting
8 itself?
9 A I think I might have. I think I might have.
10 I'm not exactly sure on that.
11 Q Who argued on your behalf at the change of
12 operations committee meeting -- the change of operations
13 committee?
14 A I think it was Chuck again, Chuck Shughart,
15 and I'm not sure if Tom was there, Tom the president of the
16 local. Griffith was there, but I think it was still Chuck
17 doing everything.
18 Q Okay. Was anyone there on behalf of ABF?
19 A Yes.
20 Q Do you recall who that was?
21 A No, I don't.
22 Q Do you know their positions?
23 A No. I just don't know what their purpose
24 was. I'm sure they said and it's in there, you know,
25 because I'm sure they type everything out.

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1 Q Right. Just going back to Exhibit 27 here, on
2 the second page you have a heading that looks like it says
3 attendance and a couple of names. Does this help you
4 refresh your memory about who was at that meeting?
5 A That one there I was trying to remember. It
6 would have been when we were either at eastern conference or
7 when we met with the company. It almost had to be the
8 company because Quidort was there. Tom was at eastern
9 conference.
10 Q So when it says attendance, does this reflect
11 who was in attendance at the change of operations committee
12 or you think that this was something else?
13 A I know Tom wasn't down there at change of
14 operations. I was the only one that went down.
15 Q Okay. You have a notation on the first page.
16 The first notation looks like it says no layoff list for
17 Carlisle. You could end up with multiple lists if layoff
18 would come. What did you mean by that comment?
19 A I think that's what I heard when I was in when
20 they were having the hearing. That was I think a statement
21 made by I think ABF. Don't quote me. I don't know for
22 sure, but it was something I heard and I jotted it down.
23 Q Okay. And the last comment there looks like
24 it says new doors added onto dock showing growth, no call
25 back?

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1 A Yeah. I think that was something that Chuck
2 was arguing that there was show of growth showing that we
3 should have been called back because they knew they were
4 going to have growth at the Carlisle facility and with the
5 layoff list we should have been called back.
6 Q So you think that was an argument made by
7 Chuck?
8 A I think so.
9 Q Did you make a statement at the multi-region
10 change of operations committee?
11 A Yes.
12 Q Do you recall what you said?
13 A Basically the same thing I said at the eastern
14 conference.
15 Q Let me jump back and ask you who was on the
16 committee.
17 A You would have to look at the transcripts. I
18 know that it's so many from company and so many from union.
19 Q Okay. No names stand out?
20 A I have been out -- I was out of it so long I
21 wouldn't know them.
22 Q Did the committee make a decision on the day
23 of the hearing?
24 A No.
25 Q When were you informed of the committee's

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1 decision?
2 A It was quite awhile. I think this eastern
3 conference that was -- I think it was close to like December
4 that I got something out of it, heard something. It was
5 quite awhile.
6 Q Do you recall what the decision was?
7 A It was denied or we wouldn't be here.
8 MR. MIRIN: Excuse me. Can you put a year
9 with that December?
10 A It must have been 2000. Yeah, it would have
11 to have been 2000, yeah. I hadn't received it. I wrote a
12 letter I think to Chuck asking for a decision -- if he got a
13 decision. I think that's how it was.
14 MS. WALSH: Let's mark this as the next
15 exhibit.
16 (Letter dated November 8, 2000 to Rickey
17 Bechtel from Charles Shughart marked as Bechtel Exhibit 28.)
18 BY MS. WALSH:
19 Q Do you recognize this document, Mr. Bechtel?
20 A Oh, yeah. That's the decision I was given,
21 yeah. I thought I got it later than that.
22 Q This is dated November 8th, 2000. Does this
23 refresh your memory as to when you received notice of the
24 decision of the committee?
25 A Well, that would be right. Like I said, I

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1 don't remember when it was. It seemed like it was longer
2 than that between there but it must have been.
3 Q Going back to the committee, I think you said
4 that Chuck Shughart argued your case. Was there anything
5 that you wanted him to argue that he didn't argue in front
6 of the committee?
7 A I think he covered everything that was there,
8 and maybe some of that scribbling there might have been, you
9 know, during the hearing. You know how it is, you shuffle
10 back and forth. I think he covered it very well. I mean, I
11 wasn't calling him names afterwards or nothing like that.
12 Q Okay. You weren't kicking him under the
13 table?
14 A No.
15 Q After you got the committee's decision or you
16 received notice of the committee's decision, did you have
17 any reaction to that?
18 A I thought it was wrong.
19 Q Okay. Did you do anything about that?
20 A I presented a letter to Chuck saying is there
21 any other avenues we can resort to now, and he said no.
22 Q Okay. Did he say anything else about the
23 decision?
24 A Basically what is he going -- he can't do
25 anything with it. He claimed there was no other avenues

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1 that he knew of to pursue, so I'm at a dead end, that's it.
2 Q Were there any avenues that you knew of that
3 you asked him to pursue that he didn't do?
4 A I didn't know of any. That's why I asked him.
5 Q Right.
6 A If I knew, I would have proceeded that way.
7 Q Okay. Did you request information from Chuck
8 Shughart about the hearing and the committee's decision?
9 A Oh, I'm sure I did.
10 Q Okay. Did he provide you with that
11 information?
12 A I think that's what these letters are that I
13 got, yeah.
14 Q Okay. Let's go one more here.
15 A The best I can recollect, yeah.
16 Q Sure.
17 A If you show them to me, I can tell you if
18 they're factual or not.
19 MS. WALSH: Why don't we mark Bechtel
20 Exhibit 29.
21 (Letter dated December 28, 2000 to Rickey
22 Bechtel from Charles Shughart marked as Bechtel Exhibit 29.)
23 BY MS. WALSH:
24 Q Mr. Bechtel, did you get a chance to look
25 through this document we've marked as Bechtel Exhibit 29?

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1 A Yeah. It looks like the stuff that Chuck sent
2 me from -- I'm not sure -- change of operations, yeah.
3 Q Did you read through this document when you
4 received it or this packet of information when you received
5 it?
6 A As best I could. I'm sure I didn't read
7 through everything.
8 Q What did you do after you received the
9 committee's decision? I know -- let me start over. You
10 mentioned that you discussed the decision with Chuck
11 Shughart. Is there anything else that you did after you
12 received the committee's decision related to your grievance
13 and the processing of your grievance?
14 A I just requested if there is any other way we
15 can go, if there is any more avenues basically.
16 Q Okay. You ended up filing a lawsuit in this
17 case; is that correct?
18 A Yes.
19 Q Why did you file a lawsuit?
20 A Because I think their decision was wrong.
21 They merged as a company and the best I understand it when
22 you merge -- I can only decipher what I know, like I said,
23 and a merger -- whenever you merge you always dovetail. I
24 didn't think -- I don't know if the committee didn't
25 understand that or -- I don't know how that changes. I'm

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1 not a lawyer. I'm not -- I don't know how that -- if I am
2 laid off at Carlisle, you know, it's Carolina and you merge
3 with me, now all of a sudden how things get changed like
4 that but I was going by what I felt was right in my heart.
5 Q Okay. Now, in your complaint -- and if you
6 need to refer to it, please do -- you allege that the
7 defendants have failed to implement the recall provisions of
8 the labor agreement. Now, what facts do you have that
9 support that allegation?
10 MR. MIRIN: For the record, I always interpose
11 an objection at this point that the crafting of counsel and
12 the analysis of counsel is not necessarily the analysis of
13 the client.
14 MS. WALSH: That's fine. I'm asking
15 Mr. Bechtel what facts he has that support his charge in the
16 complaint.
17 MR. MIRIN: Counsel may have been the one who
18 ascertained facts that he felt were adequate to support that
19 characterization.
20 MR. McCALL: Your deposition is not being
21 taken.
22 BY MS. WALSH:
23 Q Mr. Bechtel, you can answer the question.
24 A Well, let's see how I can put this. I have a
25 letter from layoff that says I'm laid off in Carlisle. It

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1 doesn't say you're laid off Carlisle Carolina. It says laid
2 off. It's from ABF. You know, it's from ABF. It wasn't
3 saying -- there is nothing said there that I would never --
4 by that letter it was basically never would ever be recalled
5 because they say they have no layoff list and they merged
6 and they show that there's X amount of people laid off, but
7 they never had a list. How were they ever going to call
8 anybody back?
9 Q And by anybody, who are you referring to?
10 A Any of the Carolina guys. How would they ever
11 call them back? If they never had a list, they had no
12 intentions of ever calling anybody back. That's my opinion
13 on that.
14 Q What basis are you saying that they had no
15 list?
16 A There has never been one that I know of.
17 Well, I think there is one showing 130 guys, but I don't
18 think -- when we went in the hearings, ABF said they have no
19 such list of anybody laid off, however they want -- they
20 were saying their ABF terminal had nobody laid off and we
21 were -- because we were laid off before the merger we didn't
22 exist basically.
23 Q Are you alleging that ABF breached the
24 National Master Freight Agreement?
25 A I would say yeah I guess.

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1 Q What particular provisions of the agreement
2 are you alleging that ABF breached?
3 MR. MIRIN: I am now going to object to the
4 form of the question. The question calls for a legal
5 conclusion. My client is not an attorney. The language is
6 the language of counsel.
7 MS. WALSH: This is your client's complaint.
8 Your client used this language before.
9 MR. MIRIN: No. Counsel has used this
10 language in discussion based upon what my client told me.
11 Now, if you want to ask him without trying to have him draw
12 a legal conclusion what provisions he feels are in issue, I
13 have no objection to that form of the question.
14 MS. WALSH: Well, that's the question that was
15 asked.
16 MR. MIRIN: No. You asked him what he thought
17 had been breached, and what had been breached is a legal
18 technical conclusion for counsel, so I am objecting to the
19 form of the question. I think it calls for a legal
20 conclusion. My client is not competent or --
21 MS. WALSH: I understand your objection.
22 BY MS. WALSH:
23 Q Mr. Bechtel, please answer the question.
24 A Do you want to state that again?
25 Q Sure. What articles or sections of the

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1 National Master Freight Agreement are you alleging that ABF
2 has violated?
3 A I don't know how -- I can't make, like he
4 said, a legal determination on what you're saying. All I
5 know is I was laid off in '95. The '95 book basically says
6 -- I feel I'm following what that procedure was and they
7 just never followed it. It's just -- they just put us out
8 there like we were nobody. I'm sitting here. I'm a real
9 person. I was on a layoff list. I'm under the
10 understanding I will be called back whenever there is work
11 available. I filled a paper out which you showed we have in
12 here, and there was never ever anything after that first
13 conversation with them to try to call us back.
14 Q Okay.
15 A But I would receive ABF newsletters for buying
16 their stuff. I'm never an employee, but I'm getting this
17 stuff. There is so many confusing signals that are sent.
18 I'm feeling that I'm still on a layoff list and I will be
19 called back. I got -- the union is supposed to be, you
20 know, watching that to make sure things are carried out the
21 right way and also the company should be, you know. So, you
22 know, it said merger, and mergers dovetail to the best of my
23 ability of understanding it. Like I said, I'm not a legal
24 person. That's where I go.
25 Q Okay. Your complaint -- actually, why don't

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1 we turn to that. That's Exhibit 7. Your complaint at
2 Page 6, Paragraph 24 says plaintiff has suffered diminished
3 rights, entitlements and earnings, by virtue of the fact
4 that his recall rights were not honored by ABF. What
5 diminished rights have you suffered?
6 A Diminished rights? What exactly do you mean
7 by that? Can you give me an example of what you're --
8 Q Well, I'm reading straight from the
9 complaint.
10 MR. MIRIN: Same objection.
11 BY MS. WALSH:
12 Q What do you mean by that?
13 MR. MIRIN: The same objection as before.
14 Characterization of counsel based upon --
15 MS. WALSH: Duly noted.
16 MR. MIRIN: May I complete myself on the
17 record? Based upon investigation with the client it is the
18 legal conclusion of a trained attorney and not necessarily a
19 layman's conclusion as to the nature of damages.
20 BY MS. WALSH:
21 Q Mr. Bechtel, have you suffered diminished
22 rights?
23 A What I know I can answer. I'll try to answer
24 as best I can. My earnings were cut.
25 Q Your earnings were cut. How were your

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1 earnings cut?
2 A Well, I'm not making near as much in a
3 nonunion job as I was at a union job. Entitlements would
4 have been better -- to me better health and welfare
5 benefits, retirement. As far as rights, not being recalled
6 and put in my spot.
7 Q Well, let me back up. The first thing you
8 said is you're not making as much at a nonunion job as a
9 union job. Is there any reason why you're not now in a
10 union job?
11 A Now?
12 Q At any time after your layoff.
13 A I was keeping -- I was hoping to get back into
14 freight with ABF hopefully. I mean, I'm thinking, you know,
15 after my six years or whatever, five years, if they don't
16 call me back I'm going -- you know, I'm going to stay doing
17 what I'm doing.
18 Q Did you ever seek a different union job?
19 A No. Well, I worked casual to keep money going
20 into my retirement, plus to help substitute for not making
21 as much money.
22 Q Did you ever seek permanent employment in a
23 union job after your layoff?
24 A I don't -- in the Teamsters or in anything?
25 Q Well, let's start with the Teamsters.

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1 A Not in the Teamsters because I would have
2 probably more than likely have had to resign my position in
3 layoff status. Most of the time when you go from one
4 company to the other they make you resign so that you don't
5 bounce back. You know what I'm saying? You start at one
6 and then you get recalled off of layoff and then you go back
7 and they're stuck. This way they know you're committed, you
8 got to go. As far as other union jobs, I applied to try to
9 get in the Milton Hershey School -- I think they're union --
10 and also the Derry Township Schools as an HVAC.
11 Q And you actually worked there, didn't you?
12 A No, no.
13 Q Okay.
14 A I was at Palmyra Area Schools way back. That
15 was before freight.
16 MS. WALSH: Let me mark this as Exhibit 30.
17 (Benefits checklist marked as Bechtel Exhibit
18 30.)
19 BY MS. WALSH:
20 Q Mr. Bechtel, do you recognize this document?
21 A I don't know about that. 1986.
22 Q Is that your signature at the bottom?
23 A That's my signature, yes.
24 Q When you were working at Carolina did you have
25 health insurance through Carolina or through -- did you

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1 Q Did you consider Local 776 to be the union
2 that was responsible for processing your grievance?
3 A Oh, definitely. That's -- I don't know how
4 you would go out of your -- I personally don't know how you
5 would go out of your -- I mean, they're my local. That's
6 where your grievance would be handled. My grievance is for
7 Carlisle, and they're the local that's dealing in that
8 area. If there was a way to go other than that, I don't
9 know of it.
10 Q Now, did you discuss your grievance with
11 anybody from the international?
12 A No, no.
13 Q Do you even know anybody from the
14 international who is an international representative other
15 than myself? I guess I introduced myself.
16 A Personally, no, no. I guess back in '95 it
17 was Carey and now it's Morris, but, no, I didn't call none
18 of them guys.
19 Q You didn't call them? And is it true that you
20 didn't call them because you didn't think they were
21 responsible for processing your grievance?
22 A The local union's responsible for my grievance
23 and I would say the international should be making sure that
24 -- because you see the Teamster magazine all the time where
25 they're looking over and trying to govern over the locals

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1 that aren't what they should be -- you know what I'm saying
2 -- to make sure that things are going the right way. I
3 just felt that I was wronged.
4 Q Is it true in your lawsuit that you filed that
5 the main reason why you filed the lawsuit is because you
6 think that -- you disagreed with the grievance panel's
7 decision?
8 MR. MIRIN: I'm going to object to the form of
9 the question. It calls for a legal conclusion on the part
10 of the witness as to the basis for his action.
11 BY MR. McCALL:
12 Q Okay. You can answer. My question is, the
13 main reason why you filed your lawsuit, is it true it is
14 because of the fact that you disagreed with the change of
15 operations committee's decision on your grievance?
16 A I would say after I talked to Chuck and he
17 said there is no other provisions to advance through the
18 union I would say it would probably be correct in that I was
19 wronged and not given -- somehow they took it from one
20 context and changed it to another. I don't know how that
21 was done. I was laid off one way and all of a sudden now
22 I'm out in the street with no recall rights, and I don't
23 understand how that happened. I think it should have been
24 -- I was wronged, and it should be corrected.
25 Q Would you agree that you filed your lawsuit

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1 because you believe that the grievance -- that the change of
2 operations committee decided your case wrong?
3 A If they were to decide in favor, we wouldn't
4 be here. I would say you're probably correct. You know
5 what I'm saying? If it would have been in my -- we wouldn't
6 be here -- in my favor we wouldn't be here. If you want to
7 get to where you think you should be, sometimes we have to
8 do alternative routes. The only other thing after asking --
9 and there was nothing left that I knew to do was to get to
10 where I needed to be and get the right wronged or the wrong
11 righted. This is the only avenue I knew.
12 Q Right. And what you're really trying to do is
13 get the grievance panel's decision and the change of
14 operations committee's decision reversed, is that true,
15 through this lawsuit?
16 A Get it to in my favor, yes, and get righted
17 for what was wronged as far as what was compensated, yes. I
18 just felt that it wasn't -- some areas got stuff that we
19 didn't get. And I didn't find this out until after the
20 grievances, you know. How can one area get something and we
21 don't get the same thing? We're all local Teamsters. We're
22 all under the United Brotherhood of Teamsters. We should
23 all be treated the same.
24 Q Now, you attended all the grievance hearings
25 relative to your particular grievance; right?

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1 A That's correct.
2 Q And you felt that all -- you had an
3 opportunity to say everything that you wanted to say at
4 those hearings to support your case; isn't that also
5 correct?
6 A I think that -- yeah, I would say yes.
7 Q And you also --
8 A To the best of my knowledge, you know, of what
9 I know.
10 Q You also participated in preparing your case
11 for these grievance panels, didn't you?
12 A Oh, yes.
13 Q And you felt that Mr. Shughart did a very
14 thorough job in preparing the case?
15 A To my best of knowledge, I mean, he -- I've
16 got to put my trust in my business agent to know the
17 contract better than -- when I was a shop steward, I would
18 often have to go and ask. You know, shame on me, I should
19 know better, but I don't. I had to put my faith in them.
20 I'm not -- I mean, they have been to schools with the
21 International Brotherhood of Teamsters, you know, they get
22 schooled on all this stuff. They should be able to handle
23 it.
24 Q You don't have any complaints with the way
25 Mr. Shughart performed his job, do you?

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1 A To my knowledge, if he presented everything
2 that he knew and he presented what I wanted, I would say
3 probably not.

4 Q So as we sit here today do you know anything
5 that Mr. Shughart could have presented that he didn't
6 present?

7 MR. MIRIN: Form of question. I think it
8 calls for a legal conclusion.

9 BY MR. McCALL:

10 Q You can answer.

11 A I don't know of anything. Whether he knew
12 something and didn't present it, I can't speak for him, but,
13 you know, as far as -- he knew what I was after. Like I
14 said, I can't say if he held anything back. I don't know of
15 anything he held back.

16 Q Since you don't know of anything Mr. Shughart
17 held back and it's your contention that the international's
18 duty was to oversee the local unions and make sure that they
19 did what they were supposed to do, what is it that you think
20 the international should have done that it did not do?

21 A I think if they -- I don't know if the
22 international sees everything that goes on but I feel that
23 -- I don't know how they feel about it, how the
24 international feels about it. Do they feel it was justly --
25 you know, the right call or not, but international is also

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1 responsible for making sure we get treated equally and if
2 they see -- my opinion is if they saw something that they
3 thought -- I don't know who's watch dogs. We were pretty
4 much denied all our rights when it comes down to it because
5 they put us on a layoff list that there was no way we were
6 ever getting called back. You know what I'm saying?

7 Q My question is, is there anything as we sit
8 here today that the international should have done that it
9 did not do?

10 MR. MIRIN: Asked and answered.

11 A Like I said, I don't know -- I would say that
12 I don't know what you guys would know that would help them
13 or not, but if there was something and it wasn't brought up
14 -- I mean, if I knew all the aspects it would be different,
15 but I'm not a lawyer. I have told you this time and time
16 again. I'm just a common man, and we need to right the
17 wrong.

18 Q Okay. If you would refer to Bechtel
19 Exhibit 7, which is your complaint, on Page 7, Paragraph 29
20 --

21 A I'm sorry. What did you say?

22 Q Page 7.

23 A Page 7?

24 Q Yes, Paragraph 29. Paragraph 29 reads as
25 follows: The International Union is responsible for Union

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1 policy, the National Master Freight Agreement and, inter
2 alia, the creation and oversight of the Local Union and has
3 failed to insure the fair representation of plaintiff. Do
4 you have anything as we sit here today to support that
5 statement?

6 A The judgment that was given down -- it
7 wouldn't be the first time that something was decided
8 wrongly and righted because as you see in the Philadelphia
9 area where they had that -- ABF said that these guys weren't
10 dovetailed, and they ended up being dovetailed. That had to
11 go through a court proceeding, so there could be factors I
12 don't know about and how can these guys down there get
13 something and not -- I don't get the same thing. That's
14 basically what I'm looking at. I'm not a lawyer.

15 Q So is it true your support for Paragraph 29 of
16 the complaint is that you're looking at how the ABF and
17 Carolina employees were treated in Philadelphia as opposed
18 to how you believe they should have been treated in
19 Carlisle? Is that the support?

20 A The same two companies, the same people.

21 Q But is that the support what I just said? Let
22 me rephrase the question again. Is it true that you believe
23 that the support for Paragraph 29 of the complaint is that
24 you believe the way that the ABF and Carolina employees were
25 treated in Philadelphia was different than the way that the

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1 ABF and Carolina employees were treated in Carlisle?

2 MR. MIRIN: I object to the form of the
3 question. It calls for a legal conclusion on the part of
4 the witness.

5 MR. McCALL: I'm not asking for a legal
6 conclusion. I'm only asking for his belief.

7 A I would say that could be partially right,
8 yeah. I mean, it helps to -- not being a lawyer to support
9 what -- there was another thing that was decided on by
10 change of operations and then all of a sudden it's -- you
11 know, how does this reverse and I don't get the same
12 treatment. It's the same -- in my eyes it's the same
13 thing. And there's -- I'm sure there is other -- I just
14 used that one because that's the one I knew about, and I'm
15 sure there is others out there that were treated -- that
16 were done the wrong way and for them it worked out, and
17 hopefully for me it will work out, too.

18 BY MR. McCALL:

19 Q Could you give us any other support that you
20 have for Paragraph 29?

21 MR. MIRIN: I'll take it I have a standing
22 objection on the basis of the form of the question, but I
23 understand what you're asking.

24 MR. McCALL: Right.

25 BY MR. McCALL:

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<p style="text-align: right;">126</p> <p>1 it true that some of the Carlisle Carolina employees were 2 given work opportunities to go to various locations? 3 A Oh, yes. 4 Q Right. And you were one of them. You had an 5 opportunity to leave Carlisle also, didn't you? 6 A Everybody had an opportunity to leave. 7 Q They could have gone and taken a job 8 elsewhere? 9 A That is correct. 10 Q And is it also true that some of those 11 Carlisle Carolina employees did accept job opportunities in 12 Philadelphia working for Carolina? 13 A Oh, yeah. They went all over. Some people 14 moved, yes. 15 Q But some specifically did go to Philadelphia? 16 A Yes. Oh, yes. 17 Q Okay. And isn't it also true that in 18 September of 1995 when the Carolina ABF merger took place 19 that those former Carolina Carlisle employees who went to 20 Philadelphia were working for Carolina at the time that the 21 merger took place but working in Philadelphia? 22 A I would say probably yes to the best of my 23 knowledge. 24 Q Right. And so then after the merger with ABF 25 and Carolina occurred in September of 1995, is it true that</p>	<p style="text-align: right;">128</p> <p>1 A That's correct. 2 Q And you've been given opportunities to accept 3 jobs away from this Hershey/Carlisle area, but you've 4 elected not to accept any of those jobs? 5 A That is correct. This has always been a 6 strong turning point for the freight companies, and I didn't 7 feel that Carolina could stay away from this area without 8 bringing something back -- you know what I mean -- opening 9 something up. When I took layoff in Carlisle, I figured 10 there is no way the company will survive without bringing 11 some kind of, you know, operation back here. 12 Q So based on what you just said, when you took 13 layoff from the Carolina facility in Carlisle you thought 14 that Carolina was going to have to come back and do some 15 business in the Harrisburg area? 16 A Yeah, because it's always -- the local union 17 hall has always said this is a big wheel to turn for the 18 East Coast and tons of companies have tried not to and they 19 always come back. 20 Q Now, in part isn't it true that that's the 21 case because you have several interstates, including the 22 Pennsylvania Turnpike, that kind of intersect in this area? 23 A I would say that's fair. 24 Q And as a result of that there is a lot of 25 freight that has to come through this area up and down the</p>
<p style="text-align: right;">127</p> <p>1 some of those employees in Philadelphia who formerly worked 2 for Carolina in Carlisle came back to the ABF facility in 3 Carlisle? 4 A Somehow I learned of that for my grievance, 5 yeah. 6 Q Some of them came back? 7 A Yeah. I heard that they came back, yeah. 8 Q And they were permitted to begin work at the 9 ABF facility in Carlisle? 10 A Oh, yeah. 11 Q They transferred from the Philadelphia 12 Carolina facility to the ABF facility in Carlisle? 13 A I don't know if it was exactly that way. I 14 think they merged the two together and then -- I don't know 15 exactly how they did that, no. I know that there were some 16 people in Philadelphia that came back. 17 Q They did come back. And you also know that 18 when they came back they had -- at the time of the merger 19 they were working for Carolina in Philadelphia? 20 A As far as I know, yes, yes. 21 Q Okay. You were born and raised in the 22 Carlisle area; is that true? 23 A The Hershey area. 24 Q Hershey. Okay. So this is -- your roots are 25 here?</p>	<p style="text-align: right;">129</p> <p>1 East Coast? 2 A I would say that's correct. 3 Q And heading west. Okay. 4 MR. MIRIN: Off the record. 5 (Discussion held off the record.) 6 BY MR. McCALL: 7 Q Referring to Paragraph 19 of the complaint on 8 Page 6, it says in 1995, at the time of the layoff from 9 Carolina Freight (hereafter referred to as "CF"), the merger 10 between CF and ABF was in process and known to defendants. 11 Do you see that? 12 A It just says that Carolina and ABF -- that's 13 how I read it -- that they combined -- merged together, 14 yes. It was all in the papers. I mean, it was not a 15 secret. 16 Q Right, it was not a secret. The question I'm 17 raising is, at the time that you were laid off in May of 18 1995, you didn't have any idea that there was going to be an 19 ABF-Carolina merger at that time, did you? 20 MR. SANTUCCI: May of '95 or March of '95? 21 BY MR. McCALL: 22 Q Were you laid off in March or May? Let me 23 rephrase the question. 24 A When I was laid off -- maybe I can keep it. 25 When I was laid off, no, I didn't know that ABF and Carolina</p>

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1 committee was not the proper place to resolve your
2 grievance?

3 MR. MIRIN: Legal conclusion. You may
4 answer. It calls for a legal conclusion.

5 MR. McCALL: I'm not asking for a legal
6 conclusion. I'm just asking you for any support for a
7 conclusion that the multi-region change of operations
8 committee was not the proper place or proper body to resolve
9 your grievance.

10 MR. MIRIN: That would still require a legal
11 analysis to ascertain competent evidence to support the
12 thesis.

13 A I just put my hands in the local union to take
14 it where it needed to go. They were the ones that were
15 guiding it for me. I couldn't tell them -- I mean, I
16 couldn't stand here and tell him you got to take it over
17 here to this meeting or that. They have to make that
18 decision, and that's where we went.

19 BY MR. McCALL:

20 Q Right. And you believe that they took it to
21 the proper body to resolve the case?

22 A I left that up to my union officials, you
23 know, because that's their job.

24 Q Okay. Now, your grievance that you filed, do
25 you believe that the issues raised in your grievance

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1 indicated that there was a violation of this change of
2 operations decision? Is that what you're contesting, that
3 this change of operations decision was not properly
4 administered as far as you are concerned?

5 MR. MIRIN: It calls for a legal conclusion.
6 You may answer.

7 A I don't think it dealt with Carlisle in the
8 way that I understand it, and it should have been done by
9 what we were told when we were laid off, seeing other things
10 through other years how it was handled -- it seems to me
11 that it was handled a lot different than others and not
12 fairly in my opinion.

13 BY MR. McCALL:

14 Q Now, you said what you were told when you were
15 laid off. What were you told when you were laid off?

16 A We have five years recall and anything in the
17 area -- you know what I'm saying. If Carolina would open up
18 a terminal, we're on a recall list and they'll go down
19 through the list. Some guys might have different jobs and
20 not come back, some may have resigned. It's a chance you
21 take. I mean, everybody makes their own decisions, and my
22 decision was stay in the area.

23 Q And, as you said, you are taking a chance when
24 you decide to stay in the area as opposed to accept a job
25 opportunity someplace else?

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1 A Correct. I could go there and they could shut
2 that place down and I would be in a totally different spot
3 with no ties, no -- you know, think about it. You know how
4 it can go. You go into this job, this freight company could
5 be real sound, you go in tomorrow and it's shut down. You
6 see it every day. I thought I had better ties in this area
7 and chances of getting a job, so I stayed here.

8 Q Are you aware of what union parties or what
9 union entities are party to the National Master Freight
10 Agreement in terms of who signed the agreement? Do you
11 know? I'm just asking do you know.

12 A I don't know what entities is. I'm sorry.

13 Q In other words, do you know as you sit here
14 today whether Joint Counsel 53, for example, signs the
15 National Master Freight Agreement?

16 A To be honest, I'm not sure who signs it. I
17 would think the Master Freight would have to be signed by
18 whoever would be president and it would have to be voted on
19 by the members, any contract.

20 Q But you're kind of guessing when you say that,
21 aren't you?

22 A Well, they always -- whenever there is a
23 contract, we always vote on it. It always goes by majority
24 vote.

25 Q Right. I'm talking about in terms of who

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1 signs it. You don't know as a matter of fact who actually
2 signs the Master Freight agreement, do you?

3 MR. MIRIN: Asked and answered. I think the
4 gentleman said he didn't know the name of the person signing
5 or the office for that matter as I understood the sense of
6 his response. All he'd have to do is open the National
7 Master Freight Agreement to the signature pages and he would
8 know it.

9 BY MR. McCALL:

10 Q My question, Mr. Bechtel, was do you know as a
11 matter of fact who signs it or would you merely be guessing?

12 A My best intelligence --

13 Q We don't want you to guess. I'm asking you if
14 you know.

15 A Without guessing, I would say no. If I were
16 to give you an answer, it would probably be president of the
17 international and vice-president and all their people
18 because they're the ones that go out -- well, you know, they
19 have somebody in charge, but I couldn't give you a name, no.

20 Q Right. Okay. Do you know whether or not Ray
21 Snyder -- when Carolina closed its facility whether Ray
22 Snyder went to Philadelphia? Do you know that? Do you know
23 where he went when Carolina closed in Carlisle?

24 A I think he stayed in Carlisle. I think so.

25 Q You think so?

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1 Q And that was the last step?
2 A That's what I was told.
3 Q Any reason to believe that was not the last
4 step?
5 A I put my faith in them. I've been out of it
6 for, you know, a long time here, and I put my faith in they
7 should know what our steps are. Like I said, I specifically
8 asked him if there were any other avenues to go and he said
9 he didn't know of any -- he wouldn't know where to point me.
10 Q Sitting here today, do you know of any other
11 avenues to go?
12 A No.
13 Q And you said you put your faith in them. Are
14 you referring to Teamsters Local 776?
15 A They should know -- in my opinion, they should
16 know where to go. If they don't know, they should know
17 where to ask versus myself knowing where to ask. I would
18 say I put my -- basically my life in their hands.
19 Q Why did you do that?
20 A You have to be represented.
21 Q Okay. Do you trust Chuck Shughart?
22 A I think he's a decent guy.
23 Q Mr. Shughart, throughout this entire process
24 from 1995 through present, has he answered all your
25 questions?

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1 much -- he wasn't going to get back into freight, and I just
2 sort of got a little bit of vibes like it didn't really
3 matter to him because he wasn't going to go back into
4 freight. He said he couldn't handle it. When I look at
5 that I say is the man's heart actually all the way in it.
6 You know what I'm saying? I'm not trying to bad mouth him
7 but when you stop and look at that, if you're defending me
8 and you're not going to be in this thing, you know, it just
9 seems like -- but through everything I think he -- whatever
10 I wanted he presented. Whether he knew anything else that
11 could have helped me, I don't know.
12 Q When you were questioned about the layoff in
13 March of 1995 at Carolina, I think your testimony was
14 something to the effect that you indicated Carolina will
15 keep X individuals in Carlisle for X amount of time. Do you
16 remember that comment?
17 A Yes. That's what we understood. They were
18 going to keep -- you know, it was basically take the
19 freight, get it all moved out. There was talk that they
20 might keep that but the change as -- when you look at it, it
21 says they were closing it as of March 22nd completely, and I
22 think that's what they did do.
23 Q As of March 22nd, it's your understanding
24 there was no further work being performed at the Carolina
25 facility on One Carolina Way in Carlisle?

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1 A He has answered my questions. Whether he knew
2 of anything other than what I didn't know to ask I can't
3 answer for.
4 Q Any reason to believe he knew anything else
5 besides what he has told you?
6 A I'm not sure. One thing that did disturb me
7 was when we were at company hearing he outright said he quit
8 ABF because of whatever the change was. That kind of got me
9 off -- I don't understand why he would say that in front of
10 -- I don't know.
11 Q Okay. You said the company hearing. Are you
12 referring to the initial level?
13 A That's correct.
14 Q Okay. And what was Chuck's comment?
15 A He said that he had I guess transferred and he
16 just quit.
17 Q Did he say where he transferred?
18 A I'm sure -- I'm almost positive he took the
19 layoff in Carlisle and then transferred I think it was like
20 to Minnesota, but he never even went.
21 Q Any idea what year he was referring to?
22 A No, I don't.
23 Q Besides that comment, any other comment that
24 led --
25 A I don't know. It just seemed like he pretty

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1 A I don't know that for a fact, if they went
2 past that date or not. Before summer was up they were -- if
3 I understand it correctly, they were closed.
4 Q Who made that comment, if you recall?
5 A That was at the meeting in January.
6 Q You keep referring to a January meeting.
7 Where was this meeting in January?
8 A That was -- should have been down at the local
9 union hall.
10 Q Okay. I direct your attention to Bechtel
11 Exhibit 3. Do you have your exhibits in front of you?
12 A Yes.
13 Q Bechtel 2 and 3. Do you see them?
14 A Yes, sir.
15 Q Looking at that, does that help refresh your
16 recollection as to when the meeting would have taken place?
17 A The meeting would have been after the change
18 and before the close because they can't -- how would they
19 tell us what the change was if they had it before then.
20 Q So the meeting would have been sometime after
21 these March '95 letters; correct?
22 A No, no, no. It was before we took the change
23 because you had to -- the change of operations -- I don't
24 know exactly what the date was on it. Then you had to make
25 a decision where you were going, and then there was two

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1 A I just called him and asked him if he heard
2 anything about ABF, what's going on over there. That's when
3 he told me he went back, because the last I knew he was
4 running mail. Through the grapevine you hear. He said he
5 found out by word of mouth that they were hiring drivers or
6 something. I don't know.
7 Q As far as Exhibit 8, which is your grievance,
8 you already indicated you spoke to Mr. Snyder about the
9 grievance when preparing it. Did you speak to anyone else?
10 A You're saying Exhibit A?
11 Q Exhibit 8.
12 A Oh, excuse me. I would have spoke to Chuck
13 and everything after it was all filed and everything -- when
14 we filed it and everything, yes.
15 Q I'm referring to the preparation of words so
16 stated on Exhibit 8. Did you talk to anyone at the local
17 union about the wording on Exhibit 8, or was it just the
18 wording of you and Ray Snyder?
19 A I'm not sure if I talked to Shughart or not on
20 that. I know I talked to Shughart on different occasions,
21 but I'm not sure before I filed it if I did or if I did not.
22 Q Exhibit 9 is the letter that you sent with the
23 grievance, which is Exhibit 8; is that correct?
24 A You asked me what again?
25 Q Exhibit 9, is that the letter that you sent to

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1 enclose the grievance, which is Exhibit 8?
2 A When we sent it in to the company, yes.
3 Q Okay. Well, actually on the bottom it says
4 Teamsters Local 776. Is that who you sent the grievance
5 to? Did you send it to --
6 A Yeah, okay. Yeah, it would have.
7 Q And you also sent it to the company at the
8 same time?
9 A I believe that is correct.
10 Q And is it fair to say that the letter wasn't
11 addressed to anyone in particular at the union hall?
12 A I didn't know who to send it to. I think I
13 just sent it to the local.
14 Q And only after sending this letter is when you
15 heard from Chuck; correct?
16 A Right, right. Yeah, I think that would be
17 correct.
18 Q And Mr. Shughart responded to your grievance
19 with Bechtel Exhibit 10? I'm just going to go through these
20 quick.
21 A Yes.
22 Q And is it fair to say that Mr. Shughart kept
23 you abreast as to the developments regarding the grievance?
24 A Well, I would send stuff if I felt it went too
25 long.

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1 Q Okay. Is an example of that Exhibit 11?
2 A Yes.
3 Q I trust your letter, Exhibit 11, crossed the
4 mail with Mr. Shughart's March 29, 2000 letter, which is
5 marked as Exhibit 12?
6 A That's the date that we were to meet with the
7 company, yes, as far as I can remember.
8 Q But Mr. Shughart, again, kept you abreast as
9 to the meeting with the company?
10 A After I sent him the letter from -- after I
11 sent him Exhibit 11, he sent me 12.
12 Q Okay. The dates on 11 and 12, can we agree
13 they're the same date?
14 A Well, it looks like it was signed -- the date
15 of delivery says the 31st. They must have crossed in the
16 mail, so it must have been pretty much simultaneously.
17 Q And you attended the meeting on April 5?
18 A Yes, I did.
19 Q Okay. And you had an opportunity to be heard?
20 A Yes.
21 Q Did you speak at the meeting?
22 A Yes.
23 Q Did Mr. Shughart allow you to speak?
24 A Yes.
25 Q Did anyone stop you from speaking at the

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1 meeting?
2 A No, no.
3 Q After the meeting did Mr. Shughart send a
4 letter to Andy Upchurch, which is Exhibit 13? Did you get a
5 copy of that at that time?
6 A Yes. I think I did, yes.
7 Q And during this grievance process you did ask
8 for information from Mr. Shughart to obtain from the
9 company?
10 A Yes.
11 Q And Mr. Shughart again responded to your
12 request?
13 A I got stuff. I don't know if I ever got
14 everything, but yes.
15 Q Is there anything sitting here today that you
16 can tell us that Mr. Shughart did not provide you that you
17 requested?
18 A I'm sure that -- off the top of my head, I
19 would say no, that I can think of. I mean, whether he knew
20 something that I didn't know I can't speak to that.
21 Q I'm not asking you about things you know. I'm
22 asking is there anything that you requested from
23 Mr. Shughart that he didn't provide to you?
24 A The seniority list I got. Did I get a layoff
25 notice? I think it's safe to assume or to say, yes, that he

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1 gave me what I knew to ask for.
 2 Q Okay. Did you ever ask anyone else from the
 3 Teamsters Local 776 or the International Brotherhood of
 4 Teamsters that you did not receive, any documents?
 5 A I channeled everything through Chuck. He was
 6 to -- he would know better what to ask than I would.
 7 Q Okay. You indicated that you had some
 8 meetings I guess at the union hall and you spoke to a
 9 variety of business agents, but your main person was Chuck
 10 Shughart?
 11 A Correct.
 12 Q These other individuals, is there anything
 13 particular you recall from your conversations with the other
 14 individuals you've named?
 15 A Danny Virtue was in and out at times and put
 16 whatever his input -- you know, whatever he thought should
 17 be mentioned, but he didn't agree with the dock workers at
 18 all. He's strictly a road driver BA.
 19 Q What did Dan Virtue state that you recall?
 20 A I can't give you any real word for word. You
 21 know, I'm not going to stand and give you word for word and
 22 then you pick it apart, but I sort of got negative vibes out
 23 of it.
 24 Q What comments did he make that gave you these
 25 negative vibes?

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1 A It's not so much the comments. It's how he
 2 would answer questions when you were asking him. It's just
 3 he gave me the opinion that he didn't need to talk to me.
 4 Q Okay. But Chuck Shughart was your go to guy
 5 at Teamsters Local 776?
 6 A That's why I put everything in Chuck.
 7 Q Did you know Carlos Ramos?
 8 A He was a dock worker, yes, and a business
 9 agent.
 10 Q He was a dock worker where?
 11 A Carolina Freight.
 12 Q Did you work with Carlos?
 13 A Oh, yes.
 14 Q Was he also on the seniority list at Carolina?
 15 A If I worked with him I know he was on, yes.
 16 Q And he was still a business agent in this
 17 period of 1995?
 18 A He was still in the hall.
 19 Q Is he still in the hall today to the best of
 20 your knowledge?
 21 A I think he is.
 22 Q Do you know what happened to Mr. Ramos'
 23 seniority?
 24 A No, I don't.
 25 Q Any knowledge as to whether Carlos was treated

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1 any differently than anyone else?
 2 A I have no idea.
 3 Q Do you know of anyone at Carolina that was
 4 treated differently than anyone else?
 5 A Carolina in Carlisle or Carolina guys
 6 altogether?
 7 Q Carolina Carlisle.
 8 MR. MIRIN: Thank you. You clarified that.
 9 A I don't see these guys, so I can't say that I
 10 know of anybody. No, I don't.
 11 BY MR. WEINSTOCK:
 12 Q Regarding the grievance, was there any other
 13 sections of the contract that you thought were relevant to
 14 your grievance besides those stated within the grievance?
 15 MR. MIRIN: I object to the term relevant.
 16 It's a legal term which requires the witness to make an
 17 assessment of the rules of evidence. It's a legal
 18 conclusion. It calls for a legal conclusion.
 19 MR. WEINSTOCK: I don't think it does call for
 20 a legal conclusion. The witness definitely wrote his
 21 grievance, and I trust he wasn't represented by any counsel
 22 at that time.
 23 BY MR. WEINSTOCK:
 24 Q If you could please answer the question?
 25 A When I wrote the grievance, there's always a

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1 chance to amend it, and Chuck did not see fit to have it
 2 amended any different than any way that I had it written
 3 up. In speaking with him he knew what my grievances were
 4 with how it was handled and he knew where -- you know, what
 5 the end result was that I was looking for. Like I said, I
 6 channeled everything through Chuck to make the right
 7 decisions on what goes in because the BA's actually do have
 8 the last say on what goes in and what doesn't go in those.
 9 Q But you wrote this grievance, Exhibit 8,
 10 without Chuck or anyone else from the local; correct?
 11 A To get it in in time I did but knowing that he
 12 can amend it.
 13 Q And there was an amendment made to the
 14 grievance?
 15 A I think he did amend a little bit to it, yes.
 16 Q And that was an amendment as to the damages,
 17 correct, if you know? If you don't know --
 18 A I'm not sure. I know -- the important thing
 19 to me was to get the grievance in and get it -- you know,
 20 because I know -- once you know, you've got to get it done.
 21 Q Every brief that Chuck Shughart submitted at
 22 the different levels of the grievance process you had an
 23 opportunity to review prior to when it was submitted?
 24 A It was the same grievance.
 25 Q Yes, but you had an opportunity to review the

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<p style="text-align: right;">174</p> <p>1 document?</p> <p>2 A We sat down and we made that up together, yes.</p> <p>3 Q He met with you personally?</p> <p>4 A Yes. We sat and put the thing together</p> <p>5 situated the way --</p> <p>6 Q And, again, Mr. Shughart answered all your</p> <p>7 questions?</p> <p>8 A All that I knew to ask.</p> <p>9 Q Okay. After you received Exhibit 29, did you</p> <p>10 write any letter to Chuck Shughart?</p> <p>11 A I had wrote him a letter before this, and this</p> <p>12 was his reply back.</p> <p>13 Q Okay. After you received Exhibit 29 I guess</p> <p>14 approximately at the end of December of 2000, did you write</p> <p>15 a letter to Chuck Shughart?</p> <p>16 A No. I would have probably talked to him on</p> <p>17 the phone, and he told me there was no other avenues, that</p> <p>18 it was basically done that he knew.</p> <p>19 Q Did you write a letter to anyone else in the</p> <p>20 local union or the International Brotherhood of Teamsters?</p> <p>21 A I channeled everything through Chuck.</p> <p>22 Q Okay. When you spoke to Chuck and he told you</p> <p>23 there was nothing else to do, do you recall anything else</p> <p>24 about that conversation?</p> <p>25 A Just that he didn't know of any other ways to</p>	<p style="text-align: right;">176</p> <p>1 what you're referring to?</p> <p>2 A Well, that's where it came from, yes, I guess</p> <p>3 a transcript from that meeting.</p> <p>4 Q I'm referring to the last sheet of --</p> <p>5 A Yeah, well, it's all part of the transcript</p> <p>6 from -- I think from up in wherever they had -- what,</p> <p>7 Chicago?</p> <p>8 Q Are you referring to the agreement, which is</p> <p>9 Exhibit 14?</p> <p>10 A Exhibit 14. It came in on the type so that</p> <p>11 would have been to I guess all the locals. I guess that's</p> <p>12 how they do that.</p> <p>13 Q Exhibit 22, which is a letter from Chuck</p> <p>14 Shughart dated July 18th, 2000, is it fair to say that you</p> <p>15 never responded to that letter?</p> <p>16 A I may have had a phone call.</p> <p>17 Q Do you recall the phone call if you had one?</p> <p>18 A I'm not sure if this was before or after we</p> <p>19 put everything together. He sent it to me. I looked it</p> <p>20 over, and I think we switched things around. I thought</p> <p>21 things should be shifted around. He thought it was not a</p> <p>22 problem.</p> <p>23 Q And he shifted those things around in the</p> <p>24 brief?</p> <p>25 A Yeah. It was all the same stuff. It was just</p>
<p style="text-align: right;">175</p> <p>1 go and that it was basically in his opinion binding and that</p> <p>2 was it, we were at the end.</p> <p>3 Q The last sheet of Exhibit 14, which is</p> <p>4 attached to Exhibit A, did you ever talk to anyone about</p> <p>5 this sheet?</p> <p>6 MR. MIRIN: Exhibit 14 or 17?</p> <p>7 MR. WEINSTOCK: Exhibit 14, the last page.</p> <p>8 BY MR. WEINSTOCK:</p> <p>9 Q Did you ever talk to anyone about that sheet?</p> <p>10 A It was brought up in grievance hearings, yeah.</p> <p>11 Q Do you recall anything said about 14?</p> <p>12 A They were saying that because we were -- the</p> <p>13 terminal was closed before ABF acquired or merged with</p> <p>14 Carolina that we were -- I don't know -- we were on a</p> <p>15 different list.</p> <p>16 Q Okay. Did you ask any questions about that?</p> <p>17 A As far as --</p> <p>18 Q This sheet. After they gave you that</p> <p>19 explanation, did you ask any further questions that you</p> <p>20 recall?</p> <p>21 A Oh, I'm sure I did, and all the answers kept</p> <p>22 coming back the same, that you were laid off, the terminal</p> <p>23 was closed before you were Carolina or ABF acquired Carolina</p> <p>24 and the committee made this whatever.</p> <p>25 Q The change in operations committee, is that</p>	<p style="text-align: right;">177</p> <p>1 the order that it was presented.</p> <p>2 Q Is there anything in the brief that you did</p> <p>3 not want in the brief?</p> <p>4 A I don't remember anything. There might have</p> <p>5 been, but I'm not sure if there was anything or not.</p> <p>6 Q I show you Exhibit 24. Exhibit 24 is a draft</p> <p>7 of the brief?</p> <p>8 A I think this is what him and I discussed after</p> <p>9 it was -- after he sent it to the house.</p> <p>10 Q The last sheet, is that your handwriting?</p> <p>11 A Yes.</p> <p>12 Q Okay. And the typed sheet, which is the</p> <p>13 second page, is that your typing?</p> <p>14 A No.</p> <p>15 Q Is that something you discussed with Chuck?</p> <p>16 A That was what was sent from Chuck, yes.</p> <p>17 Q And the changes referred to on your last</p> <p>18 sheet, were they included in your brief in the final</p> <p>19 product?</p> <p>20 A Yes, I believe they were. Again, I'd just</p> <p>21 state that he knows the ins and outs. I don't.</p> <p>22 MR. MIRIN: Can I have a break to call my</p> <p>23 office?</p> <p>24 (Recess.)</p> <p>25 BY MR. WEINSTOCK:</p>

EXHIBIT 4

CAROLINA FREIGHT CARRIERS CORPORATION
1201 EAST CHURCH STREET
POST OFFICE BOX 697
CHERRYVILLE, NORTH CAROLINA 28021
TELEPHONE: (704) 435-6811
FAX: (704) 435-8981

LEGAL DEPARTMENT

RICHARD E. F. VALITUTTO
VICE PRESIDENT AND
GENERAL COUNSEL

March 21, 1995

VIA AIRBORNE EXPRESS

Mr. Thomas Griffith
President
Teamsters Local 776
2552 Jefferson Street
Harrisburg, Pennsylvania 17110

VIA AIRBORNE EXPRESS

Mr. Ron Carey, President
International Brotherhood of Teamsters
25 Louisiana Ave. NW
Washington, D. C. 20001

Dear Mr. Griffith and Mr. Carey:

Carolina Freight Carriers Corporation has developed tentative plans to permanently discontinue the Company's freight transportation operation at its facility located at One Carolina Drive, Carlisle, Pennsylvania 17013. In keeping with the Company's tentative plans, employment separations in connection with the proposed permanent shutdown of freight transportation operations are expected to commence on or about May 21, 1995. These plans will affect the entire Carlisle facility.

At this time, the Company anticipates that affected Union-represented employees would be placed on layoff status or have their employment terminated during a 14-day period commencing on May 21, 1995. A list of job titles, the names and number of Union-represented employees currently holding affected positions, and the dates of separation that are presently known accompany this letter as Attachments A and B. This announcement and the above timetable are based on the best information currently available. However, various factors may still affect the timing of any employment separations. You will be informed of any significant changes in these plans as additional information becomes available.

To the extent that the above actions constitute a covered event under the Worker Adjustment and Retraining Notification Act, this letter is intended to fulfill any requirements imposed under

EXHIBIT

Bechtel 1-7

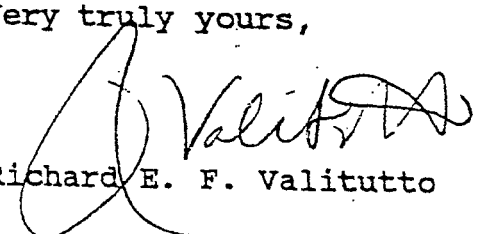
Thomas Griffith
E. Ron Carey
March 21, 1995
Page -2-

the Act. By providing this information, the Company does not concede that the Act applies or that notice is otherwise required.

We remain available to have bargaining concerning any aspect of these plans.

Should you have any questions concerning this announcement, you may contact me at (704) 435-6811, ext. 2555.

Very truly yours,



Richard E. F. Valitutto

REFV:vhg

cc: David P. Kocan,
Vice President, Labor

warn\union.pa2

ATTACHMENT B

CARLISLE PLATFORM SENIORITY LIST

MARCH 10, 1975

1	MALINISH, James	JD	06/18/59
2	WRIGHT, Norman	JD	04/01/63
3	ALVORD, Larry	J	11/27/69
4	MERRIMAN, Jim	JD	03/16/71
5	LANDER, Bert	JD	10/10/73
6	MINICH, Harry	JD	07/07/75
7	SHRIVER, Gary	JD	07/08/75
8	BENNETT, Robert	JD	07/21/75
9	HOOVER, Ronald	J	08/18/75
10	GARNER, David	JD	08/23/75
10A	YOST, Charles	JPD	10/06/75
11	RETIRE		
12	STOLLAR, Dennis		10/05/76
13	RAMAGE, Earl		05/06/77
14	CAMPBELL, Daryl	J	05/20/77
15	GILBERT, Ben	JD	06/03/77
16	LEWIS, Bruce	J	08/06/77
17	RILAND, Ronald	JD	08/28/77
18	RUTH, Charles	JD	08/28/77
19	BUFFINGTON, Ronald	JD	08/28/77
20	BATES Sr., Robert	J	10/02/77
21	STRAWSER, Gerald	JD	02/04/78
22	HOLLAND, David		02/23/78
23	GOSHORN, Larry		03/01/78
24	KERR, Ronald		03/14/78
25	ATKINSON, Reginald		03/17/78
26	PALMER, Brian		04/12/78
27	DEITCH, Samuel	JD	04/23/78
28	RUSSELL, Robert L.		04/23/78
29	GRAVES, Steven		07/16/78
30	BEEGLE, James	J	12/01/78
31	TODD, John		04/25/79
32	STRAUB, William	JD	05/25/79
33	BRETZ, R. Michael	JD	05/27/79
34	CAMPBELL, Richard		06/17/79
35	LEHMAN, Ronald	J	08/22/79
36	SMITH, Thomas		12/11/79
37	HOWER, James	JD	09/28/80
38	KIRBY, Henry		12/21/80
39	HEINTZELMAN, Marlin	J	01/18/81
40	URNS, Henry	J	04/03/81
41	WOODING, James	J	10/13/81
42	KERSTETTER, Doug	JD	10/30/81
43	KUNTZ, Steven		11/08/81
44	ALLEN, Spencer		04/18/82
45	BARTLES, Keith		04/25/82
46	EGENREIDER, Stephen	JD	10/31/82
47	KELLEY, James		01/22/83
48	HAIR, Kenneth	J	01/22/83
49	GINGRICH, David		04/08/83
50	ORNER, James	J	04/10/83

CARLISLE PLATFORM SENIORITY LIST

MARCH 10, 1995

51	SHAFFER, Richard	06/14/83
52	RESIGNED	
53	DEITRICH, Marvin	02/24/84
54	LINE, Arthur	JD 04/02/84
55	KEHLER, Darrell	04/08/84
56	KINER, Alan	J 04/15/84
57	MARTIN, Fred	05/13/84
58	ALBRIGHT, Charles	JD 05/18/84
59	FRITZ, Michael	JD 05/22/84
60	ZUCATTI, Joseph	05/27/84
61	MALLIN, Mark	J 06/17/84
62	KARBOWSKI, Robert	J 08/07/84
63	PETERS, E. Donald	JD 08/13/84
64	FRY, George	08/14/84
65	SMITH, Michael	J 08/19/84
66	CONFAIR, Richard	J 08/28/84
67	JEREMIAH, Brian	09/06/84
68	HARRIS, Ralph	JD 09/09/84
69	ARCHIBALD, William	J 09/23/84
70	MCCANNA, John	JD 10/21/84
71	CORMAN, Michael	11/03/84
72	BAILOR, Marvin	J 02/24/85
73	RHOADES, Scott	J 03/24/85
74	FISHER, Dallas	06/02/85
75	DOMANSKI, Peter	J 09/25/85
76	ASKEWS, Richard	J 11/17/85
77	STOUT, Michael	JD 01/09/86
78	HELLER, David	J 01/10/86
79	VANFLEET, Glenn	01/11/86
80	BECHTEL, Ricky	J 02/01/86
81	MACDUFF, Ken	04/14/86
82	NODGE, James	J 04/15/86
83	BEAVER, Lynn	04/16/86
84	STICHLER, Edward	04/17/86
85	MORRIS, Malcolm	JD 04/19/86
86	BATES, Dale	11/18/86
87	ALLWEIN, Robert	11/19/86
88	HANSELL, Charles	JD 11/21/86
89	SHOOP, Robert	J 08/04/87
90	EDWARDS, Douglas	J 09/19/87
91	WALLS, William	09/22/87
92	ERNEST, Kim	09/22/87
93	FAGER, Samuel	09/25/87
94	BLAINE, David	09/27/87
95	DAWSON, Larry	10/05/87
96	MORRISON, Steven	10/12/87
97	ESTEP, Dale	10/16/87
98	KOONS, Sr., James	10/25/87
99	WOODWARD, Kenneth	J 11/01/87
100	JACKSON, David	J 12/13/87
101	READ, Michael	JD 12/21/87

CARLISLE PLATFORM SENIORITY LIST

MARCH 10, 1995

102	SCHILDT, Thomas	J	01/11/88
103	WHITTAKER, Steve	JD	01/16/88
104	KLIMEK, Alan		01/29/88

INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
AFL-CIO

EXHIBIT 5



LEGAL DEPARTMENT

OFFICE: (202) 624-6945
FAX: (202) 624-6884

EXHIBIT

3

March 27, 1995

Thomas Griffith, President
Teamsters Local Union No. 776
2552 Jefferson Street
Harrisburg, Pennsylvania 17110

RE: Carolina Freight Carriers Corporation

Dear Mr. Griffith:

Enclosed you will find a Notice provided by Carolina Freight Carriers Corporation pursuant to the Workers Adjustment and Retraining Notification Act. Carolina Freight Carriers Corporation has developed tentative plans to permanently discontinue the Company's freight transportation operation at its facility located at One Carolina Drive, Carlisle, Pennsylvania 17013. Employment separations are expected to commence on or about May 21, 1995 affecting the entire Carlisle facility.

This letter is being forwarded to you so that you can monitor the employer's actions to assure that they are in compliance with the WARN Act. Please contact the undersigned if you have any questions with regard to the enclosed notice.

Sincerely,

Paula J. Caira

PJC/mk

Enclosure

cc: Dennis Skelton, Director, Freight Division



In The Matter Of:

*ABF FREIGHT SYSTEM-MULTI-CHANGE OF OPERATIONS
CAROLINA FREIGHT AND RED ARROW FREIGHT*

September 14, 1995

*Cochran Pudlo & Kozlowski, Ltd.
312 W. Randolph Street
Suite 444
Chicago, IL 60606
(312) 236-8461*

*Original File abf1.asc, 340 Pages
Min-U-Script® File ID: 0041758563*

Word Index available for this Min-U-Script®

**ABF FREIGHT SYSTEM-MULTI-CHANGE OF OPERATIONS
CAROLINA FREIGHT AND RED ARROW FREIGHT**

September 15, 1995

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[1] horse, that's all I have to say.

[2] **CHAIRMAN BUSALACCHI:** Okay, go ahead. It's
[3] still your nickel.

[4] **MR. McCAFFREY:** We'll make two quick
[5] points. As we said before, there is a possibility
[6] we may be ending up in a situation where there is a
[7] jurisdictional dispute. In the event that we do
[8] lose those members, we would like it on the record
[9] that 707 would like to retain health, welfare, and
[10] pension payments to our funds for these people that
[11] may be redomiciled or turned over to a different
[12] jurisdiction.

[13] **CHAIRMAN BUSALACCHI:** Fight nice.

[14] **MR. McCAFFREY:** And lastly, I just want to
[15] say that going back the issue of seniority and I
[16] won't touch on the merge/acquisition question again,
[17] but I would just like to turn this over to the
[18] committee. This is a report of a proceedings of a
[19] Multi-Conference Change of Operations between
[20] American Freight Systems and Smith Transfer. It's
[21] very similar in that the stock purchase of Smith
[22] Transfer was purchased by American Carriers which
[23] was the parent company, similar to what Arkansas
[24] Best Corporation is to ABF, and in that decision

Page 637

[1] they applied Article 5, Section 2, dovetailing.

[2] **CHAIRMAN BUSALACCHI:** Thank you.

[3] **MR. McCAFFREY:** Thank you.

[4] **CHAIRMAN BUSALACCHI:** Danny's got a
[5] statement to read from 764.

[6] **MR. SCHMIDT:** Local 764 has not objections
[7] to the proposed change of operations, and I will
[8] abide by the committee's decision regarding
[9] seniority.

[10] **MR. VIA:** Lee Via, Local 771, Lancaster.

[11] We do not oppose the change of operations, however,
[12] Brother Stocker from Local 430, York, has proposed
[13] that six employees domicile to the Lancaster
[14] terminal under the numbers that Mr. Anderson has
[15] given him. I have checked with the employees at ABF
[16] in Lancaster and the union steward, and they tell me
[17] there are two trucks that come to Lancaster but they
[18] do very little work, and what I believe those those
[19] numbers are, are they're going out to other areas
[20] that that our people do not service and then coming
[21] to Lancaster for pickup or delivery in that county.

[22] Of course, I am sure there's going to be a
[23] window period, and if so in that window period we
[24] have no problem accepting those Carolina employees

Page 638

[1] into Local 771.

[2] Of course, in the other situation that we
[3] have is the provision in our supplement where it has
[4] entailing, which happened to go into the supplement
[5] in 1987 contrary to the New England and New Jersey
[6] area where they have it for at least 24 years that I
[7] I know of. Whether we like entailing or we don't
[8] and whether we think it's fair or we think it's
[9] unfair, it is in the contract and I think we should
[10] live with the spirit of the contract. I don't know
[11] we can pick and choose in supplemental areas where
[12] some people dovetail and other people entail, that
[13] is, if this is considered a purchase.

[14] I'm am not that crazy over entailing, but
[15] it is in our supplement and I believe that we we
[16] have to live with that, and I feel that if those
[17] Carolina employees do come to Lancaster that they
[18] should be entailed according to the contract. When
[19] we started letting the National language or a Change
[20] of Operations Committee start changing supplemental
[21] agreements, then we might as well do away with our
[22] supplement agreements. And that's our position from
[23] Local 771.

[24] **CHAIRMAN BUSALACCHI:** Thanks, Lee. 773?

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[1] 776, you're on deck.

[2] **MR. BROWN:** Mr. Chairman, my name is Jim
[3] Brown, the business agent for Local 773, Allentown.
[4] PA. Our position is we have no objections to the
[5] change as proposed, and under Article 42, Section
[6] 1.6(d) we propose that to be followed.

[7] **CHAIRMAN BUSALACCHI:** We heard your
[8] position.

[9] **MR. BROWN:** That's all we got. Thank you.

[10] **CHAIRMAN BUSALACCHI:** 776? 822, you will
[11] be next.

[12] **MR. GRIFFETH:** Good afternoon.

[13] **CHAIRMAN BUSALACCHI:** Good afternoon, Tom.

[14] **MR. GRIFFITH:** Mr. Chairman, I'd just like
[15] to state that I know it's been a long two days and
[16] people are tired, but I would ask for your attention
[17] with Local 776 as we do have a facility there, as a
[18] matter of fact, we have three different dock
[19] locations, close to 800 people, also some Carolina
[20] people. I know we do not have a terminal there, but
[21] we do have a Carolina situation. We also are going
[22] to address and we will try to be nonrepetitious in
[23] our statements, but we do have some different and
[24] unique situations involving Local 776, so I'd ask

**ABF FREIGHT SYSTEM-MULTI-CHANGE OF OPERATIONS
CAROLINA FREIGHT AND RED ARROW FREIGHT**

September 15, 1995

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for your patience with us to address those issues.
What we'd like to do is sort of take this in two
separate issues, and we're going to try to address
all the dock issues, local cartage issues first, and
then after we do that we will go into the road
operation.

And for the dock and local cartage
operations, we have here as business agent George
Smart, Carlos Ramos, and Chuck Shughart, and we have
dock stewards here Brad Lindsay, Robert Schrum,
Angelo Mraz, and Craig Vogelsong. With that I will
turn mike over to Chuck Shughart and let him put his
presentation on.

MR. SHUGHART: Good morning, Mr. Chairman,
gentlemen. In the interest of time, we had a
meeting with Bob Bell on September 8th and we had a
transcript made of that meeting, and they will
stipulate that the transcript is an accurate
reflection of that meeting, we will enter it, and I
don't have to go through the questions.

MR. LITTLE: Bob says it is.

CHAIRMAN BUSALACCHI: Give that to the
court reporter, Carlos, and we'll make that part of
the record.

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(Exhibit No. 18 marked for identification
and attached to the transcript.)

MR. SHUGHART: Gentlemen, this local union
represents the employees at ABF Carlisle and Camp
Hill, PA. The company is proposing a loss of 32
jobs at Carlisle and 34 jobs at the Camp Hill
terminal. Local 776 also represents 323 laid off
employees from the Carolina terminal at Carlisle.
ABF claims they have no obligations to offer any
recall right to them claiming they are inactive,
laid off employees.

With respect to the ABF employees at
Carlisle and Camp Hill, the company has advised us
that much of the current work is being transferred
to another breakbulk-type facility or facilities.
The local union requested a breakdown on the freight
that would be lost to the Carlisle Camp Hill
terminal. As of yet a breakdown has not been
provided. Using a conservative formula one can
easily determine that the proposed loss of jobs
represents the loss of more than 3 millions pounds
of freight per week at each terminal.

We believe ABF has an obligation to advise
us where the work is being transferred and we

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believe employees should have the opportunity to
follow that work. I will give the company an
opportunity to respond to that point.

CHAIRMAN BUSALACCHI: Company?

MR. LITTLE: The breakbulk work is being
done in the new system that would come about as a
result of the acquisition, as a result of the
combination of these companies on day one, and as
pointed out in the change of operations proposal new
breakbulk facilities are established, which we call
both national distribution centers and regional
distribution centers. At those locations designated
as national and regional distribution centers there
already is sufficient manpower available as a result
of the acquisition. We do the work that's available
there, therefore, there's no gaining breakbulk
facilities as a result of this change of operations
and no opportunity, therefore, to transfer to any
gained jobs at those operations.

MR. SHUGHART: Nonetheless, Mr. Chairman,
the freight is leaving our terminals and we -

CHAIRMAN BUSALACCHI: Three million pounds,
yes.

MR. SHUGHART: And that's a very

Page 643

conservative figure.

CHAIRMAN BUSALACCHI: Okay.

MR. SHUGHART: There are several
outstanding issues regarding seniority and other
claims that this committee is being asked to decide.
One of them could be the question of endtailing or
dovetailing on the ABF Carlisle seniority list. It
is the position of this Local union that any
Carolina employee who is offered work at Carlisle or
Camp Hill as a result of this change of operations
should be placed at the bottom of the ABF seniority
list after all laid off ABF employees at each
respective terminal are recalled. This would be in
compliance with Article 42, 1(d) of the Central
Pennsylvania Supplement.

Furthermore, if any Carolina employee
transfers to the ABF Carolina or Camp Hill terminal
in any future change of operations, his or her
seniority should be applied as if the transfer had
occurred under this change, that is after currently
employed ABF employees and merged by Carolina
seniority date with any Carolina employee placed on
the ABF seniority list hereafter.

To elaborate on that somewhat, for

**ABF FREIGHT SYSTEM-MULTI-CHANGE OF OPERATIONS
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[1] instance, let's say you have two employees in
[2] Baltimore and you have one with 20 years and one
[3] with two years. The employee with 20 years accepts
[4] work somewhere where he ends tails. The employee with
[5] two years accepts work somewhere where he dovetails.
[6] Now you have a change of operations that brings both
[7] of those employees to Carlisle. Your men with two
[8] years is going to be senior to the man with 20
[9] years, and that has going to be a problem. It's
[10] bonds to happen somewhere.

[11] **CHAIRMAN BUSALACCHI:** It's happened before
[12] and the Change Committee would rule at that time.
[13] It would be up to local unions to raise that point,
[14] but it's happened before.

[15] **MR. FRANKE:** Many times.

[16] **MR. SHUGHART:** With respect to the 323
[17] Carolina employees on layoff from the Carlisle, PA
[18] terminal, the company has stated that they have no
[19] obligation to these employees as if they don't
[20] exist. In the proposed change they are referred to
[21] as inactive, laid off employees. These employees
[22] have seniority that ranges from 36 years do eight
[23] months with the company. Most of them were laid off
[24] in May 1995, two months before the merger between

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[1] Carolina and ABF was announced. By Carolina's own
[2] admission, the plans to merge with ABF were well
[3] under way at that time.

[4] Under these circumstances it would be
[5] horrendously unfair to exclude these employees the
[6] right to exercise their seniority under this change.
[7] Under the terms of the National Master Freight
[8] Agreement these employees have recall rights for
[9] five years. Carolina has contractual obligations to
[10] the laid off Carolina employees at Carlisle and
[11] elsewhere. One of those contractual obligations is
[12] to provide the recall rights for five years. ABF is
[13] merging with Carolina, thereby assuming Carolina's
[14] debts, liabilities, and contractual obligations.

[15] Included among those contractual obligations is the
[16] requirement to offer the five-year recall rights to
[17] Carolina employees who were previously laid off.

[18] Carolina Freight did not vanish from the
[19] face of the earth. They exist. They may be
[20] headquartered in a different city, they may operate
[21] under a different company logo, management, and
[22] color scheme, but they do exist. The contractual
[23] obligations to Carolina employees also exist. The
[24] merged company has an obligation to provide the

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[1] contractual obligations that Carolina employees were
[2] entitled to receive.

[3] With that I would like to submit to you,
[4] this is a copy of information provided by WorldWay
[5] Corporation/Carolina Freight. It was sent out to
[6] the shareholders, and you can see in here if you
[7] look on page 4 where references are made that they
[8] started to discuss this merger back in early 1994,
[9] and they had several meetings in '94 and '95 until
[10] they finally consummated the merger in July. Now,
[11] what I find very, very interesting is on page 7 you
[12] will see where at the top on June 2nd - now, if
[13] these people didn't know this merger was coming
[14] about on June 2, eight of the top officers of the
[15] company exercised the stock options, and in excess
[16] of 480,000 shares just prior to the merger. And if
[17] you go on back, you want to compare that, for
[18] instance, to what they exercised the year prior -
[19] you will find that back on page 1-9 - it's a
[20] considerably lesser amount. So I mean I think this
[21] helps to prove that they knew that a merger was on
[22] its way.

[23] **CHAIRMAN BUSALACCHI:** Well, I don't think
[24] there's a doubt in anybody's mind.

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[1] **MR. LITTLE:** Just a minute, if I may. He's
[2] reading from page 7?

[3] **CHAIRMAN BUSALACCHI:** That's what he said,
[4] page 7.

[5] **MR. LITTLE:** On page 7 he read item 6 I
[6] believe, referring to June 2nd, a list of names of
[7] apparently shareholder participants. I don't see
[8] any Arkansas Best employees in there.

[9] **MR. SHUGHART:** No, they're not. They're
[10] all Carolina employees, the top officers of Carolina
[11] exercising their stock options.

[12] **CHAIRMAN BUSALACCHI:** I mean what he's
[13] saying, Don, is that they knew that the sale was
[14] coming, all right? Let's not get into a big,
[15] dragged out argument.

[16] **MR. SHUGHART:** I don't want to argue. I
[17] just want to point that out.

[18] **MR. LITTLE:** They knew sale was coming -
[19] **CHAIRMAN BUSALACCHI:** Let him go on.

[20] **MR. SHUGHART:** In the case of Carlisle, the
[21] merged Carolina/ABF company has a terminal within
[22] the jurisdiction of Local 776 also in Carlisle.
[23] Carolina employees who were laid off should have the
[24] first opportunity to elect work at the Carlisle, PA

**ABF FREIGHT SYSTEM- MULTI-CHANGE OF OPERATIONS
CAROLINA FREIGHT AND RED ARROW FREIGHT**

september 15, 1995

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1) terminal if and when future job opportunities become
2) available. It is our position that these Carlisle
3) employees should be be offered work before any other
4) Carolina employee at any other terminal active or
5) inactive and us other employees are following work
6) to Carlisle, which is not the case. These laid off
7) Carolina and Carlisle employees should maintain
8) seniority for rate of pay and fringe benefits, and I
9) said earlier they should be entailed.

10) **CHAIRMAN BUSALACCHI:** Yes, you did.

11) **MR. SHUGHART:** And I heard some discussion
12) earlier about the Carolina employees whether they
13) had the opportunity to follow work somewhere. in my
14) opinion I don't think that's really relevant. They
15) were laid off. Whether they had an opportunity to
16) follow work under a prior Carolina change isn't an
17) issue. They had the right to take the layoff if
18) they show chose for whatever reason. I talked with
19) one gentlemen who had a crippled son and he had his
20) house all redone to accommodate his handicap, and he
21) was just in no position to move so he took the
22) layoff. And these people should have the recall
23) rights for five years regardless of whether or not
24) they had an opportunity to follow work.

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1) So to go back and recap a little bit, we
2) think that the ABF, Carlisle, and Camp Hill
3) employees are entitled to follow work. Secondly, we
4) think that any Carolina employee offered work as a
5) result of this change and/or a future change of
6) operations should be merged into the Carolina
7) seniority, should merged onto a list by Carlisle
8) seniority date and placed at the bottom of the ABF
9) Carlisle seniority list after current ABF employees.
10) Thirdly, we think that the five-year recall rights
11) of the laid off Carolina employees should be
12) respected. The laid off Carolina employees at
13) Carlisle should have the first opportunity to select
14) work opportunity at the ABF Carlisle and Camp Hill
15) terminals for five years from the date of layoff as
16) provided by Article 8,6(b) and that seniority would
17) be entailed after current ABF employees.

18) We also have some office employees who
19) previously worked at Carolina who were laid off and,
20) I would like to ask the company what their position
21) would be on them.

22) **CHAIRMAN BUSALACCHI:** Company?

23) **MR. LITTLE:** The company's office force in
24) Carlisle at present is sufficient to meet he meet

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1) the needs of the office in Carlisle based on the
2) reduction of the numbers that we have in employees
3) there, certainly the offices force is sufficient.

4) **MR. SHUGHART:** Will there be any offer of
5) future work?

6) **MR. LITTLE:** The employees who you refer to
7) certainly would have equal opportunity with other
8) applicants at ABF.

9) **CHAIRMAN BUSALACCHI:** Well, wait a minute
10) now. Are you telling me that there's laid off
11) Carolina office people?

12) **MR. SHUGHART:** That's correct, from a prior
13) Carolina change.

14) **CHAIRMAN BUSALACCHI:** But they're laid off,
15) and now if you have office work becomes available,
16) your question is will you offer it to those Carolina
17) people?

18) **MR. SHUGHART:** That's correct.

19) **MR. LITTLE:** And I think I answered the
20) question.

21) **CHAIRMAN BUSALACCHI:** Well, you did, but
22) you said you would consider them along with new
23) hires.

24) **MR. LITTLE:** In line of their - and first

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1) of all, Mr. Chairman, he's talking about office
2) employees, I presume, and I don't even know what
3) contract because they were laid off previously.

4) **CHAIRMAN BUSALACCHI:** I don't either. I
5) don't know.

6) **MR. SHUGHART:** Central Pennsylvania.

7) **MR. LITTLE:** All right. And, of course,
8) that issue would be that if we need additional
9) office personnel in line with that we would offer
10) them in line of seniority and qualifications the
11) opportunity to come over to ABF's office in that
12) environment.

13) **MR. SHUGHART:** We would ask them to give
14) them job preference for the first opportunity to
15) work.

16) **CHAIRMAN BUSALACCHI:** Well, I think that's
17) basically what he's saying.

18) **MR. SHUGHART:** We might also point out to
19) the committee that we have the shop, ABF shop in our
20) contract. It's a white paper contract with a
21) vendor.

22) **CHAIRMAN BUSALACCHI:** Supplement to the
23) National?

24) **MR. SHUGHART:** It's not a supplement, no.

EXHIBIT 7

Bechtel Rickey A
 (last) (first) (m.i.)

2072 Locust Lane
 street / P.O. Box

Hummelstown PA 17036
 (city) (state) (zip)

717-566-0609 179-52-1833
 (home phone) (social security #)

10-15-95
 (date)

Steve Walters, Terminal Manager
 ABF Freight Systems
 P.O. Box 1925
 New Kingstown, Pa 17072

Ref: Employment opportunities under Article 5, Section 5 of the NMFA

Dear Mr. Walters:

Please be advised that I am interested in work opportunities that become available at ABF.

I am interested in available work at the below areas: (Mark only one block).

- ☒ Carlisle/Camp Hill, Pa
☐ Other terminals in ABF's system

I am a qualified:

☐ Road Driver
☒ Jockey
☒ Dockworker

Sincerely,

Rickey A Bechtel
 (Signature)

2-1-86
 OK

left msg - 2:10 P.M. - 11-8-95
 11-8-95 - 2:45 P.M.

EXHIBIT
 Bechtel-5

EXHIBIT 8



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-0048
(501) 785-8700

November 9, 1995

Certified Mail No. Z 093 690 533
Return Receipt Requested

Mr. Rickey Bechtel
2072 Locust Lane
Hummelstown, PA 17036

Re: Article 5, Section 5 Job Offer in Accordance with
ABF Multi-Region Change of Operations MR-CO-38-9/95

Dear Mr. Bechtel:

In accordance with paragraph 7 of the decision in the above referenced change of operations, on November 8, 1995, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Waco, Omaha, Brattleboro, New Haven, Cedar Rapids, Waterbury, Fairfield, Minneapolis or Newark.

This letter is to confirm that you elected to decline the job offer and to remain in layoff status at Carlisle, PA.

Sincerely yours,

A handwritten signature in cursive script that reads "Gordon Ringberg". The signature is written in dark ink and is positioned above the printed name and title.

Gordon Ringberg, Director
Industrial Relations

cbf

cc: John Dale, Vice President-Transportation/Industrial Relations

Teamsters Local Union No. 776
Certified Mail No. Z 093 690 525
Return Receipt Requested

EXHIBIT

Bechtel-6

3-7-02

EXHIBIT 9

IMFA GRIEVANCE — Teamsters Local 776

94530

me Rickey A. Bechtel Home Phone 717-566-0606 Date of Hire 2-85
 dress 2072 Locust Lane City Hummelstown State PA Zip 17036
 employer ABF
 Employer's Address Carlisle
 ad ☒ Dock ☒ Jockey ☒ City ☒ Iron and Steel ☐ Mechanic-Office ☐ Miscellaneous ☐
 IMPORTANT: It is the responsibility of the member filing this grievance to use the proper copies to all parties in a timely manner, as per your contract.
 Date: Feb 20, 2000 8 59 PM

NATURE OF GRIEVANCE: I am filing this grievance due to the fact that I am a laid-off ABF employee at Carlisle, Pa. (see attached letter marked exhibit #1). It has come to my attention that ABF is hiring at Carlisle, Pa. terminal and I am filing this because I have not been contacted for any available work opportunities. Under the UMFA that was in effect in 1985 when I was laid off Article 5 section 2 states that "If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be
 STEWARD'S COMMENTS: seniority exercised for all purposes.

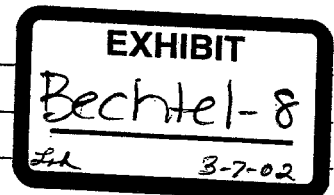
Attachments: 1 grievance, 1 exhibit letter, 1 letter requesting written decision from Local 776
 In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Rickey A. Bechtel
 Signature of Member Filing Grievance

[Signature]
 Shop Steward

YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.

ACTION TAKEN BY BUSINESS AGENT _____



Date: _____

Signature of Business Agent _____

EXHIBIT 10

PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

"AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS"
2552 JEFFERSON STREET, HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT

JOHN L. FOGLE, II
SECRETARY TREASURER AND BUSINESS AGENT

BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGHART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

February 29, 2000

Rickey A. Bechtel
2072 Locust Lane
Hummelstown, PA 17036

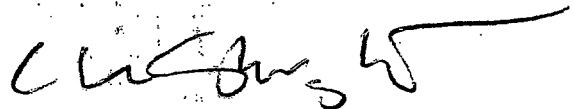
Ref: Grievance 94530

Dear Thomas:

Your above referenced grievance was received. It has been forwarded to ABF. I will advise you of any scheduled meetings or hearings regarding the grievance.

Please contact me if you have any questions.

Sincerely,



Charles Shughart
Business Agent

EXHIBIT

Bechtel-10

3-7-02

EXHIBIT 11

J. FERRANTE
DE PRESIDENT
D LINDSAY
CORDING SECRETARY
IVEY WHITE
USTEE
E HORD
USTEE
OMAS VINSON
USTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

• AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS •
2552 JEFFERSON STREET • HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT

JOHN L. FOGLE, II
SECRETARY-TREASURER AND BUSINESS AGENT

BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

March 29, 2000

Rickey A. Bechtel
2072 Locust Lane
Hummelstown, Pa 17036

Ref: Grievance # 94530

This confirms that your above referenced grievance will be discussed at the company level on Wednesday, April 5, 2000 at 9:00 a.m.

The meeting will be held in the conference room at the inbound dock office (Old Smith Terminal).

Contact me if you have any questions.

Fraternally,

Charles W. Shughart
Charles W. Shughart
Business Agent *Kad*

CWS/kad

EXHIBIT 12

PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

"AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS"

2552 JEFFERSON STREET, HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT

JOHN L. FOGLE, II
SECRETARY TREASURER AND BUSINESS AGENT

BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGHART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

April 5, 2000

Andy Upchurch
ABF Freight Systems
P.O. Box 1925
New Kingstown, PA 17072

Ref: Meeting of April 5, 2000

Dear Andy:

On April 5, 2000, a meeting was held at the Carlisle terminal to discuss grievances 94530 (R. Bechtel) and 94532 (Thomas Schildt). In attendance was David Quidort, both grievants you and me. The following was discussed:

The grievants are claiming recall rights from layoff under Article 5, Section 2 of the NMFA. Mr. Bechtel amended his grievance at the table to include compensation for lost earnings and benefits. The same request was not made by Mr. Schildt. It was the position of the Company that the timeliness of the grievances could be an issue. We were not able to determine the date of layoff for either grievant, but Mr. Schildt provided a pay stub, indicating that he was paid for work performed in the pay period ending 3/18/95. The parties will search for records that will clarify the dates of layoff. It was also the position of the Company that they had no obligation to recall Carolina employees who were in layoff status prior to the merger/purchase by ABF Freight Systems. The provisions of Article 5, Section 5 were discussed. No resolution was reached on either grievance.

The grievances remain pending and will be placed on the docket for the next ERJAGC, unless resolved prior to that date.

Sincerely,



Charles Shughart
Business Agent

cc:
Grievants

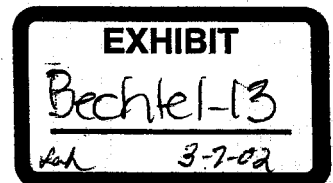


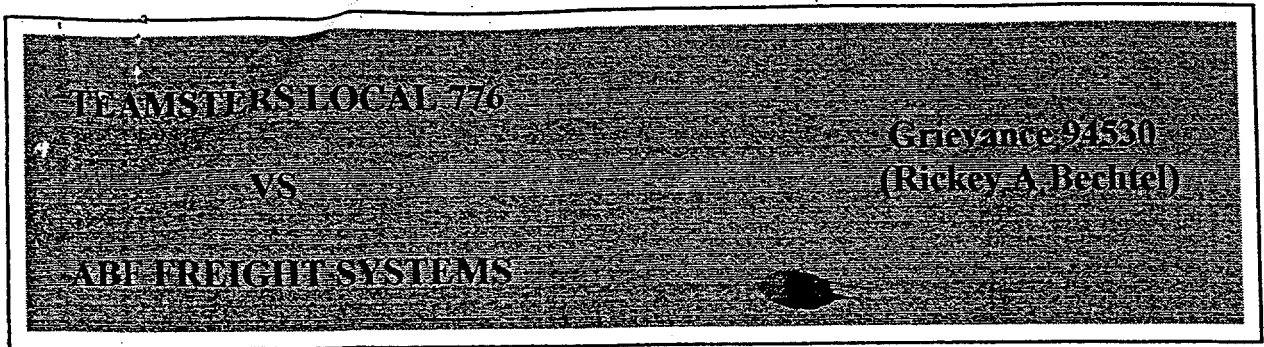
Exhibit (2)

Subj: Your Brief
Date: 07/10/2000 8:58:59 AM Pacific Daylight Time
From: Rschevelle
To: Hswrestlersdad

Gentlemen,

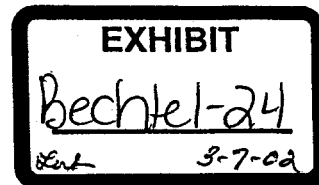
I was laid off from Carolina Freight in 1995 and contractually I have 5 years to be recalled back to work with all seniority. ABF merged with Carolina in September 1995 and I was offered work elsewhere in ABF's system and the letter here states so and I declined it. When I declined it the letter states I am a laid off employee of ABF at Carlisle, Pa. In 1998 ABF hired new workers at the Carlisle, Pa terminal, never recalling me for such work. Article #5 section #2 of the NMFA states that the active list will be used and when it is exhausted the inactive list will be recalled and dovetailed into their seniority position. The seniority list attached clearly shows that there were new employees hired in 1998- current date as of April, 2000. I feel I should be offered under the contract any work at the Carlisle, Pa terminal before new workers are hired which was not done. This is the same job I was laid off from and to prove this any man who transferred to other terminals throughout the system when it was still Carolina freight who is still at those terminals are carrying seniority dates from Carolina, if this was not the same job and instead a new employment these men would all have seniority dates of 1995 when the merger took place, also ABF is paying compensation claims to this day for employees of Carolina Freight whom went on Compensation when it was still Carolina which shows that ABF has excepted the liabilities of Carolina but did not honor the recall rights of the Carolina Employees. In closing I am asking that you gentlemen see all the documents that are here and realize that I should be working at ABF in my full seniority position as per the contract states. I am asking to be put to work at ABF at Carlisle, Pa with my rightful seniority date of 2/1/86 and for any or all money and benefits due me.

Thank- You



Gentlemen of the Committee:

Grievance number 94530 reads as follows:



I am filing this grievance due to the fact that I am a laid off ABF employee at Carlisle, PA (see attached letter marked Exhibit 1). It has come to my attention that ABF is hiring at the Carlisle, PA terminal and I am filing this because I have not been contacted for any available work opportunities. Under the National Master Freight Agreement that was in effect in 1995 when I was laid off, Article # 5, Section # 2 states that "If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall, such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes".
(Exhibit 1)

Note: The grievant amended the grievance at Company level grievance discussions on April 5, 2000 to include a claim for "all monies due" (Exhibit 2).

The grievant was a full-time dock / jockey employee with Carolina Freight at the Carlisle, Pennsylvania breakbulk terminal. His seniority date was February 1, 1986.

In May, 1995, Carolina Freight Carriers terminated their breakbulk operations at the Carlisle, Pennsylvania terminal. All remaining employees not previously laid-off were placed on layoff status. (Exhibit 3).

On July 10, 1995, it was announced that ABF Freight Carriers, Inc. would acquire Carolina Freight Carriers and Red Arrow Freight Lines. On September 14 and 15, 1995, the issues concerning the change of operations were presented at a meeting held in Chicago. At the change of operations, Local 776 addressed concerns about the previously laid off employees at the Carolina terminal at Carlisle (Exhibit 4).

On December 29, 1998, the Fourth Circuit Court of Appeals issued its decision that Carolina employees be dovetailed with the ABF employees, not entailed and this should finally bring to an end this seniority dispute (Exhibit 5).

Finish the rest of Brief with previous exhibit #

In May, 1995, Carolina Freight Carriers terminated their breakbulk operations at the Carlisle, Pennsylvania terminal. All remaining employees not previously laid-off were placed on layoff status.

On July 10, 1995, it was announced that ABF Freight Carriers, Inc would acquire Carolina Freight Carriers and Red Arrow Freight Lines. On September 14 and 15, 1995, the issues concerning the change of operations were presented at a meeting held in Chicago. At the change of operations, Local 776 addressed concerns about the previously laid off employees at the Carolina terminal at Carlisle (Exhibit 3).

Insert Exhibit 5

changed to Exhibit 4

Mr. Bechtel has filed this grievance, claiming that ABF is violating the term of Article 5, Section 2 (c) (2) (of the 94 - 98 NMFA). That language reads as follows:

In addition, the inactive seniority rosters (employees who are on letter of layoff) shall be similarly "dovetailed" by appropriate classification. If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes. Seniority rosters previously combining job classifications shall be continued unless otherwise agreed.

Obviously, Mr. Bechtel was on a letter of layoff from Carolina Freight at the time the ABF merger / acquisition took place. When that occurred, it would seem that ABF assumed the debts, liabilities and contractual obligations previously held by

Carolina Freight. One aspect of those contractual obligations is the recall rights of Carolina employees who were previously placed in layoff status by Carolina. As such, Mr. Bechtel should be entitled to recall rights under Article 5, Section 2.

Should there be any question that Mr. Bechtel was on layoff from ABF, the attached letter (Exhibit 4) clearly indicates his layoff status. It reads in part:

Change to Exhibit 6

*This letter is to confirm that you elected to decline the job offer
and to remain in **layoff** status at Carlisle, PA*

Attached is a copy of a seniority list from the ABF terminal at Carlisle, Pennsylvania (Exhibit 5). As can be determined from the list, ABF has hired 108 *Change to Exhibit 7* employees who have a seniority date of November, 1998 or later. Approximately 31 of those individuals currently work in the dock / local classification.

In view of the clear and undisputable facts related to this grievance, we respectfully request that the Committee uphold the claim of the grievant, placing him on the seniority roster with a date of February 1, 1986. He should be compensated for lost wages and benefits from November, 12, 1998 (Ronald Frombaugh).

Respectfully Submitted

Charles Shughart
Business Agent

Mr. Shughart

I have revised this Brief
after reviewing. Please insert all
changes. and make copies of Exhibits
But I need them back. If you
have any questions. Feel free to
Call me AT 566-0609. Home, or
page me AT 257-0515

Page 1 Leave as written

Page 2 Revised from beginning of
Page down to End with
Exhibit 5 Then proceed with
the rest of Brief starting
with (Mr. Bechtel has filed)

All that has to be changed
is Exhibit numbers.

EXHIBIT 15

PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

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BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGHART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

July 18, 2000

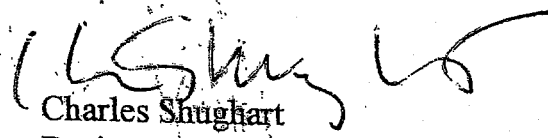
Rickey Bechtel
2072 Locust Lane
Hummelstown, PA 17036

Ref: Your Grievance 94530

Dear Rickey:

Enclosed is a copy of the brief for the above referenced grievance. I think all the revisions you requested have been accomplished. Please review it and advise me if it is correct or if additional changes are necessary. Since time is short, a prompt response would be appreciated. If I am not available, please leave a message with the office staff.

Sincerely,


Charles Shughart
Business Agent

EXHIBIT

Bechtel-22

TEAMSTERS LOCAL 776**VS****Grievance 94530
(Rickey A Bechtel)****ABF FREIGHT SYSTEMS**

Gentlemen of the Committee:

Grievance number 94530 reads as follows:

I am filing this grievance due to the fact that I am a laid off ABF employee at Carlisle, PA (see attached letter marked Exhibit 1). It has come to my attention that ABF is hiring at the Carlisle, PA terminal and I am filing this because I have not been contacted for any available work opportunities. Under the National Master Freight Agreement that was in effect in 1995 when I was laid off, Article # 5, Section # 2 states that "If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall, such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes".
(Exhibit 1)

Note: The grievant amended the grievance at Company level grievance discussions on April 5, 2000 to include a claim for "all monies due"
(Exhibit 2).

The grievant was a full-time dock / jockey employee with Carolina Freight at the Carlisle, Pennsylvania breakbulk terminal. His seniority date was February 1, 1986.

In May, 1995, Carolina Freight Carriers terminated their breakbulk operations at the Carlisle, Pennsylvania terminal. All remaining employees not previously laid-off were placed on layoff status (Exhibit 3).

On July 10, 1995, it was announced that ABF Freight Systems, Inc would acquire Carolina Freight Carriers and Red Arrow Freight Lines. On September 14 and 15, 1995, the issues concerning the change of operations were presented at a meeting held in Chicago. At the change of operations, Local 776 addressed concerns about the previously laid off employees at the Carolina terminal at Carlisle (Exhibit 4).

On December 29, 1998, the Fourth Circuit Court of Appeals issued its decision that Carolina employees be dovetailed with the ABF employees, not entailed and this should finally bring to an end this seniority dispute (Exhibit 5).

Mr. Bechtel has filed this grievance, claiming that ABF is violating the term of Article 5, Section 2 (c) (2) (of the 94 - 98 NMFA). That language reads as follows:

In addition, the inactive seniority rosters (employees who are on letter of layoff) shall be similarly "dovetailed" by appropriate classification. If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes. Seniority rosters previously combining job classifications shall be continued unless otherwise agreed.

Obviously, Mr. Bechtel was on a letter of layoff from Carolina Freight at the time the ABF merger / acquisition took place. When that occurred, it would seem that ABF assumed the debts, liabilities and contractual obligations previously held by Carolina Freight. One aspect of those contractual obligations is the recall rights of Carolina employees who were previously placed in layoff status by Carolina. As such, Mr. Bechtel should be entitled to recall rights under Article 5, Section 2.

Should there be any question that Mr. Bechtel was on layoff from ABF, the attached letter clearly indicates his layoff status (Exhibit 6). It reads in part:

*This letter is to confirm that you elected to decline the job offer
and to remain in layoff status at Carlisle, PA*

Attached is a copy of a seniority list from the ABF terminal at Carlisle, Pennsylvania (Exhibit 7). As can be determined from the list, ABF has hired 108 employees who have a seniority date of November, 1998 or later. Approximately 31 of those individuals currently work in the dock / local classification.

In view of the clear and undisputable facts related to this grievance, we respectfully request that the Committee uphold the claim of the grievant, placing him on the seniority roster with a date of February 1, 1986. He should be compensated for lost wages and benefits from November 12, 1998.

Respectfully Submitted

Charles Shughart
Business Agent

NMFA GRIEVANCE — Teamsters Local 776

94530

Name Rickey A. Bechtel Home Phone 717-566-0606 Date of Hire 2-85
 Address 2072 Locust Lane City Hummelstown State PA Zip 17036
 Employer ABF

Employer's Address Carlisle

Road ☒ Dock ☒ Jockey ☒ City ☒ Iron and Steel ☐ Mechanic-Office ☐ Miscellaneous ☐

IMPORTANT: It is the responsibility of the member filing this grievance to issue the proper copies to all parties in a timely manner, as per your contract.

Date: Feb 20, 2000 8 58 PM

NATURE OF GRIEVANCE: I am filing this grievance due to the fact that I am a laid-off ABF employee at Carlisle, Pa. (see attached letter marked exhibit #1). It has come to my attention that ABF is hiring at Carlisle, Pa. terminal and I am filing this because I have not been contacted for any available work opportunities. Under the NMFA that was in effect in 1995 when I was laid off Article #5 section 2 states that "If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification (Road on city) seniority dates they are currently exercising which shall then be
STEWARDS COMMENTS: ~~seniority~~ exercised for all purposes.

Attachments: 1 grievance, 1 exhibit letter, 1 letter requesting written decision from Local 776

In accordance with the Grievant's Bill of Rights, I am requesting, in writing, copies of all disciplinary letters, photos and any other documentation pertaining to this grievance.

Rickey A. Bechtel
 Signature of Member Filing Grievance

[Signature]
 Shop Steward

☒ **YOU must check this box if you want to attend the grievance hearings. If you request to be in attendance, YOU WILL NOT be paid for this time.**

ACTION TAKEN BY BUSINESS AGENT _____

Date: _____

Signature of Business Agent _____

- 1—WHITE—UNION COPY
- 2—PINK—EMPLOYER
- 3—BLUE—EMPLOYEE REPORTING GRIEVANCE
- 4—YELLOW—STEWARDS

Exhibit (1)

INSTRUCTIONS ON BACK OF YELLOW SHEET



PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

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ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

April 5, 2000

Andy Upchurch
ABF Freight Systems
P.O. Box 1925
New Kingstown, PA 17072

Ref: Meeting of April 5, 2000

Dear Andy:

On April 5, 2000, a meeting was held at the Carlisle terminal to discuss grievances 94530 (R. Bechtel) and 94532 (Thomas Schildt). In attendance was David Quidort, both grievants you and me. The following was discussed:

The grievants are claiming recall rights from layoff under Article 5, Section 2 of the NMFA. Mr. Bechtel amended his grievance at the table to include compensation for lost earnings and benefits. The same request was not made by Mr. Schildt. It was the position of the Company that the timeliness of the grievances could be an issue. We were not able to determine the date of layoff for either grievant, but Mr. Schildt provided a pay stub, indicating that he was paid for work performed in the pay period ending 3/18/95. The parties will search for records that will clarify the dates of layoff. It was also the position of the Company that they had no obligation to recall Carolina employees who were in layoff status prior to the merger/purchase by ABF Freight Systems. The provisions of Article 5, Section 5 were discussed. No resolution was reached on either grievance.

The grievances remain pending and will be placed on the docket for the next ERJAGC, unless resolved prior to that date.

Sincerely,



Charles Shughart
Business Agent

cc:
Grievants

Exhibit (2)

INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
AFL-CIO



LEGAL DEPARTMENT

OFFICE: (202) 624-6945
FAX: (202) 624-6884

March 27, 1995

Thomas Griffith, President
Teamsters Local Union No. 776
2552 Jefferson Street
Harrisburg, Pennsylvania 17110

RE: Carolina Freight Carriers Corporation

Dear Mr. Griffith:

Enclosed you will find a Notice provided by Carolina Freight Carriers Corporation pursuant to the Workers Adjustment and Retraining Notification Act. Carolina Freight Carriers Corporation has developed tentative plans to permanently discontinue the Company's freight transportation operation at its facility located at One Carolina Drive, Carlisle, Pennsylvania 17013. Employment separations are expected to commence on or about May 21, 1995 affecting the entire Carlisle facility.

This letter is being forwarded to you so that you can monitor the employer's actions to assure that they are in compliance with the WARN Act. Please contact the undersigned if you have any questions with regard to the enclosed notice.

Sincerely,

Paula J. Cairra

PJC/mk

Enclosure

cc: Dennis Skelton, Director, Freight Division

Exhibit (3)

CAROLINA FREIGHT CARRIERS CORPORATION
1201 EAST CHURCH STREET
POST OFFICE BOX 697
CHERRYVILLE, NORTH CAROLINA 28021
TELEPHONE: (704) 435-8811
FAX: (704) 435-8981

LEGAL DEPARTMENT

RICHARD E. F. VALITUTTO
VICE PRESIDENT AND
GENERAL COUNSEL

March 21, 1995

VIA AIRBORNE EXPRESS

Mr. Thomas Griffith
President
Teamsters Local 776
2552 Jefferson Street
Harrisburg, Pennsylvania 17110

VIA AIRBORNE EXPRESS

Mr. Ron Carey, President
International Brotherhood of Teamsters
25 Louisiana Ave. NW
Washington, D. C. 20001

Dear Mr. Griffith and Mr. Carey:

Carolina Freight Carriers Corporation has developed tentative plans to permanently discontinue the Company's freight transportation operation at its facility located at One Carolina Drive, Carlisle, Pennsylvania 17013. In keeping with the Company's tentative plans, employment separations in connection with the proposed permanent shutdown of freight transportation operations are expected to commence on or about May 21, 1995. These plans will affect the entire Carlisle facility.

At this time, the Company anticipates that affected Union-represented employees would be placed on layoff status or have their employment terminated during a 14-day period commencing on May 21, 1995. A list of job titles, the names and number of Union-represented employees currently holding affected positions, and the dates of separation that are presently known accompany this letter as Attachments A and B. This announcement and the above timetable are based on the best information currently available. However, various factors may still affect the timing of any employment separations. You will be informed of any significant changes in these plans as additional information becomes available.

To the extent that the above actions constitute a covered event under the Worker Adjustment and Retraining Notification Act, this letter is intended to fulfill any requirements imposed under

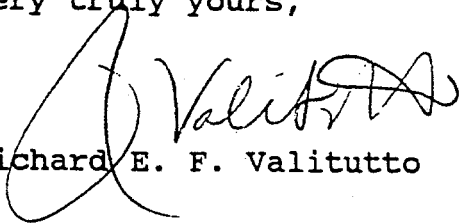
Mr. Thomas Griffith
Mr. Ron Carey
March 21, 1995
Page -2-

the Act. By providing this information, the Company does not concede that the Act applies or that notice is otherwise required.

We remain available to have bargaining concerning any aspect of these plans.

Should you have any questions concerning this announcement, you may contact me at (704) 435-6811, ext. 2555.

Very truly yours,



Richard E. F. Valitutto

REFV:vhg

cc: David P. Kocan,
Vice President, Labor

ATTACHMENT A

CAROLINA FREIGHT CARRIERS CORPORATION

As explained in the accompanying letter, we anticipate that the job titles and the number of employees listed below would be affected by the proposed shutdown of the Company's transportation operations located at One Carolina Drive, Carlisle, Pennsylvania 17013.

Job Position Eliminations Tentatively Scheduled to Occur During a 14-Day Period Commencing on May 21, 1995.

Mechanics	-	65
Office	-	6
Dock	-	91
Drivers	-	<u>86</u>
Total	-	248

Number of Union-Represented Employees on Layoff
or Leave From the Positions Identified Below

Mechanics	-	4
Office	-	3
Dock	-	13
Drivers	-	<u>41</u>
Total	-	61

* * * * *

CARLISLE PLATFORM SENIORITY LIST

MARCH 10. 1995

102	SCHILDT, Thomas	J	01/11/88
103	WHITTAKER, Steve	JD	01/16/88
104	KLIMEK, Alan		01/29/88

ARLISLE OFFICE REGULAR SENIORITY LIST

MARCH 10, 1995

1. PAYLOR, Betty	07/07/75	
2. BUFFINGTON, Edith	01/22/84	
3. SEYLAR, Brian	01/06/88	
4. HOOVER, Tammy	04/10/90	
5. REEDY, Lori	07/12/90	LAID OFF (NO CALL)
6. MORRISON, Deborah	08/24/90	LAID OFF (NO CALL)
7. TATSCH, Kelly	07/17/91	LAID OFF (NO CALL)

Probationary as of typing

Protest of any employee's seniority date or position on list must be made in writing to Employer within thirty (30) days after posting of list, and if no protests are timely made the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted through the grievance procedure.

ARLISLE OFFICE PART-TIME SENIORITY LIST

MARCH 10, 1995

1. SENNETT, Angela 09/04/90
2. BEAM, Teresa 09/10/90

Protest of any employee's seniority date or position on list must be made in writing to Employer within thirty (30) days after posting of list, and if no protests are timely made the dates and positions posted shall be deemed correct. Any such protest which is timely made may be submitted through the grievance procedure.

SENIORITY LIST
CARLISLE SHOP 1994

	NAME	DOH	RACE	SEX	JOB TITLE	GROUP
	01. YOUNG, CARL	03\17\75	W	M	W.FOREMAN	5
	02. MILLER HARRY	07\03\75	W	M	MECHANIC	5
	03. MCNEELY, KIM	07\03\75	W	M	MECHANIC	5
	04. WALBORN, RON	07\03\75	W	M	MECHANIC	5
	05. GORA, DOMINICK	07\03\75	W	M	MECHANIC	5
	06. ERDMAN, DONALD	07\07\75	W	M	MECHANIC	5
ongterm)	07. PATTERSON, RICHARD (SICK)	07\20\75	W	M	MECHANIC	5
	08. CAMERON, JOHN	07\20\75	W	M	TIRE MAN	2
	09. HOLTRY, RON	07\31\75	W	M	MECHANIC	5
	10. FIRESTONE, KENNETH	09\09\75	W	M	MECHANIC	5
	11. STRAWSER, GARY	09\12\75	W	M	MECHANIC	5
	12. FROWNELTER, TERRY	09\15\75	W	M	MECHANIC	5
	13. LEPLEY, HAROLD	09\15\75	W	M	MECHANIC	5
	14. RUDY, DAVID	09\15\75	W	M	MECHANIC	5
	15. FLOYD, GLENN	11\05\75	W	M	MECHANIC	5
	16. WERT, JOHN	11\13\75	W	M	MECHANIC	5
	17. KING, STEVEN	02\15\77	W	M	MECHANIC	5
	18. ANTOINE, JOSEPH	10\31\77	W	M	MECHANIC	5
	19. MCNAUGHTON, JOHN	03\05\78	W	M	MECHANIC	5
	20. SLEBODA, GEORGE	03\07\78	W	M	MECHANIC	5
	21. MEALS, ROY	03\15\78	W	M	MECHANIC	5
	22. HAHN, JOHN	04\09\78	W	M	MECHANIC	5
	23. MINICH, ERIC	05\29\78	W	M	MECHANIC	5
	24. GREENFIELD, DOUG	05\04\80	W	M	MECHANIC	5
	25. JONES, CHARLES	10\28\80	W	M	MECHANIC	5
	26. TENNIS, NELSON	10\28\80	W	M	MECHANIC	5
	27. SCHMIEDEL, BRIAN	01\24\84	W	M	MECHANIC	5
	28. JACKSON, ROBERT	02\19\84	B	M	MECHANIC	5
	29. FLEISCHER, EDWARD	07\17\84	W	M	MECHANIC	5
	30. SHULLER, MICHAEL	07\22\84	W	M	MECHANIC	5
	31. WICKARD, KEVIN	06\11\85	W	M	MECHANIC	5
	32. SEMDER, BRIAN	06\20\85	W	M	MECHANIC	5
	33. DECKER, DAVID	11\23\86	W	M	MECHANIC	5
	34. CHRISTIE, DAVID	01\17\88	W	M	MECHANIC	5
	35. MCQUISTON, GEORGE	01\19\88	W	M	MECHANIC	5
	36. STEINER, DONALD	05\10\88	W	M	MECHANIC	5
	37. KOGOVSEK, MARK	06\19\88	W	M	MECHANIC	5

	NAME	DOH	RACE	SEX	JOB TITLE	GROUP
38.	SHIFFER, RICKY	06\22\88	W	M	MECHANIC	5
39.	KELlichNER, WILLIAM	06\22\88	W	M	MECHANIC	5
40.	KLUSMAN, WILLIAM	09\15\88	W	M	MECHNAIC	5
41.	WATERS, BARRY	09\22\88	W	M	MECHANIC	5
42.	SPECK, LESTER	11\13\88	W	M	MECHANIC	5
43.	GRIM, GEORGE	11\22\88	W	M	MECHANIC	5
44.	SCHAFER, JOSEPH	01\08\89	W	M	MECHANIC	5
45.	ZIPAY, JOHN - 07/16/89	07\16\89	W	M	MECHANIC	5
46.	ABRAMS, JAMES 03/25/84	11\28\89	W	M	MECHANIC	5
47.	YOHE, AMOS	12\14\89	W	M	MECHANIC	5
48.	WERT, ALAN	01\12\90	W	M	MECHANIC	5
49.	BLANKENSHIP, JAMES	02\04\90	W	M	MECHANIC	5
50.	MCCORMICK, DONALD	02\15\90	W	M	MECHANIC	5
51.	HANSHAW, PERRY	03\29\90	W	M	MECHANIC	5
52.	MYERS, JOHN	04\01\90	W	M	TIRE MAN	2
53.	MCCORMICK, RONALD	04\02\90	W	M	MECHANIC	5
54.	KRONE, ROBERT	04\03\90	W	M	MECHANIC	5
55.	BAKER, MARK	04\04\90	W	M	MECHANIC	5
56.	FINKENBINDER, JAMES	04\05\90	W	M	MECHANIC	5
57.	LONG, DONALD	04\06\90	W	M	MECHANIC	5
58.	CRAIG, CHAD	04\07\90	W	M	MECHNAIC	5
59.	VANTIRES, TOM	04\09\90	W	M	MECHANIC	5
60.	HINE, STEVEN	04\11\90	W	M	MECHANIC	5
61.	CAMP, RONALD	04\12\90	W	M	MECHANIC	5
62.	BENSON, JAMES	04\17\90	W	M	MECHANIC	5
63.	MARTIN, DOUGLAS	04\19\90	W	M	MECHANIC	5
64.	PETERSON, FRANK	04\23\90	W	M	MECHANIC	5
65.	WECKESSER, NORMAN	04\24\90	W	M	MECHANIC	5
66.	HETZENDORF, DAVID	04\26\90	W	M	MECHANIC	5
67.	RIDGEWAY, JOHN 9/17/94 LO	06\07\90	W	M	MECHANIC	5
68.	HAMMON, TONY 7/16/94 LO	09\02\90	W	M	MECHANIC	5
69.	WISNIESKI, FRANK 7/16/94 LO	08\12\93	W	M	MECHANIC	5

CARLISLE LINE DRIVER SENIORITY LIST

Effective 1/30/95

REVISED 3/9/95

1. Keough, Thomas	May 05 62	51. Cone, John	Nov 09 78
2. Sivak, Ronald	Mar 02 65	52. Devincent, Edward	Nov 13 78
3. Flock, Donald	Apr 21 66	53. Holt, Howard	Jan 13 79
4. Kinsinger, Richard	Sep 24 68	54. Lentvorsky, John	Feb 14 79
5. Pechart, William	Sep 29 69	55. Frey, Donald	Apr 18 79
6. Zerance, Ronald	Feb 02 70	56. Dickerson, James	Sep 27 79
7. Quigley, Christian	Oct 08 70	57. Nivens, Carlton	Oct 05 79
8. Moore, Jack	Feb 01 71	58. Usko, David	Apr 06 80
9. Black, William	Sep 02 71	59. Peterson, Darrell	Apr 06 80
10. Frombaugh, A. Ron	Feb 27 72	60. Smith, Jeff	Apr 06 80
11. Sommerville, Melvin	Aug 03 72	61. Snyder, Randall	Apr 06 80
12. Jamison, John T.	Apr 18 73	62. Boltz, Herman	Apr 06 80
13. Kimble, George	Aug 12 73	63. Browne, Dennis	Sep 26 80
14. Welker, Lawrence	Sep 20 73	64. Eckenroad, Floyd	Sep 26 80
15. Burns, Robert	Sep 27 73	65. Sheaffer, Ronald	Sep 26 80
16. Carter, Theodore	Feb 28 74	66. Reynolds, John	May 12 82
17. Blatnik, Victor	Oct 06 74	67. Whetstone, Sam	Jun 17 82
18. McDade, Donald	Jul 07 75	68. Barry, Richard	Jul 06 82
19. Minich, Walter	Jul 07 75	69. Hartz, Randall	Mar 04 83
20. Hoover, Merle	Jul 08 75	70. Long, Randy	Mar 08 83
21. Fox, Gary	Jul 22 75	71. Murphy, Carl	Apr 20 83
22. Dietz, Gary	Aug 25 75	72. Robinson, Ralph	Jul 28 83
23. Bray, William	Sep 15 75	73. Smith, Richard	Jul 28 83
24. Landis, Allen	Nov 03 75	74. Trollinger, Larry	Jul 28 83
25. Couch, James	Oct 31 76	75. Ramos, Carlos	Aug 21 83
26. Hines, Lee Roi	Oct 31 76	76. Mills, Lathan	Aug 28 83
27. Bucher, Edwin	Feb 05 77	77. Nye, Stanley	Oct 30 83
28. Macke, David	May 20 77	78. Burchfield, Charles	Dec 06 83
29. Carter, Harvey	Jun 05 77	79. Wynn, Paul	Jan 04 84
30. Moore, Lloyd	Aug 08 77	80. McGuire, Lowell	Feb 12 84
31. Heisse, Robert	Aug 28 77	81. Reinard, George	Mar 30 84
32. McMullen, Dennis	Aug 28 77	82. Warfel, Richard	Apr 13 84
33. Brown, Howard	Oct 02 77	83. Snyder, Donald	Apr 13 84
34. Meek, Dennis	Oct 02 77	84. Runk, Norman	Apr 24 84
35. Altizer, Farley	Feb 21 78	85. Clark, Thomas	Jun 06 84
36. Reall, Wade	Feb 26 78	86. Varner, Robert	Aug 13 84
37. Cordell, Ronald	Feb 27 78	87. Boire, Norman	Aug 26 85
38. Arnold, Richard	Mar 02 78	88. Snyder, Ray	Sep 04 85
39. Snyder, Daniel	Mar 05 78	89. Kahley, John	Sep 04 85
40. Wharam, Dewey	Mar 06 78	90. Munson, Doug	Sep 20 85
41. Brinkerhoff, Carl	Mar 09 78	91. Ramirez, Vincent	May 24 86
42. Barnett, John	Mar 20 78	92. Kissinger, Gary	Aug 09 87
43. Sgrignoli, Keith	Apr 03 78	93. Bodkin, Jack	Aug 31 87
44. Morgan, Harry	May 05 78	94. Nevins, Raymond	Nov 02 87
45. Perkey, John	Jun 12 78	95. Reinoehl, Russ	Nov 16 87
46. Kenée, Larry	Jun 12 78	96. Goudy, David	Jan 18 88
47. Keiter, Robert	Jun 21 78	97. Miller, Thomas	Feb 20 88
48. Metzger, John	Jul 19 78	98. Keck, Roy	Mar 02 88
49. Zeigler, Barry	Aug 21 78	99. Hahn, Robert	Mar 10 88
50. Roush, Ronald	Aug 28 78	100. Heavner, Perry	Mar 10 88

Effective 1/30/95
Revised 3/9/95

101.Klink, Jerry	Apr 04 88
102.Albright, Jeffrey	Apr 09 88
103.Swartz, Timothy	Apr 18 88
104.Kloch, Donald	Apr 22 88
105.Bowman, Carl	May 06 88

ALL LISTED BELOW ARE ON LAY OFF

106.Thomas, George	Aug 12 88
107.Charles, Leroy	Aug 12 88
108.Peterson, Robert	Aug 20 88
109.Collins, Charles	Aug 20 88
110.Stouffer, Ray	Aug 20 88
111.Markle, Harold	Aug 20 88
112.Erdman, William	Apr 09 90
113.Kush, William	Apr 09 90
114.Geib, Troy	Apr 12 90
115.Hess, Jr.Warren	Apr 12 90
116.Boettger, Don	Apr 15 90
117.Carpenter, David	Apr 16 90
118.Leach Jr.,Edison	Apr 19 90
119.Hewitt, William	May 11 90
120.Waltman, Charles	Jun 02 90
121.Growden, Victor	Jun 06 90
122.Logan, Wyndham	Jun 06 90
123.Christian, Thomas	Aug 07 90
124.Sipe, Robert	Aug 07 90
125.MacMurray, Fred	Aug 10 90
126.Hamilton, Roger	Aug 13 90
127.Sauder, Melvin	Aug 08 94

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(1) horse, that's all I have to say.

(2) **CHAIRMAN BUSALACCHI:** Okay, go ahead. It's
(3) still your nickel.

(4) **MR. McCAFFREY:** We'll make two quick
(5) points. As we said before, there is a possibility
(6) we may be ending up in a situation where there is a
(7) jurisdictional dispute. In the event that we do
(8) lose those members, we would like it on the record
(9) that 707 would like to retain health, welfare, and
(10) pension payments to our funds for these people that
(11) may be redomiciled or turned over to a different
(12) jurisdiction.

(13) **CHAIRMAN BUSALACCHI:** Fight nice.

(14) **MR. McCAFFREY:** And lastly, I just want to
(15) say that going back the issue of seniority and I
(16) won't touch on the merge/acquisition question again.
(17) but I would just like to turn this over to the
(18) committee. this is a report of a proceedings of a
(19) Multi-Conference Change of Operations between
(20) American Freight Systems and Smith Transfer. It's
(21) very similar in that the stock purchase of Smith
(22) Transfer was purchased by American Carriers which
(23) was the parent company, similar to what Arkansas
(24) Best Corporation is to ABF, and in that decision

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(1) they applied Article 5, Section 2, dovetailing.

(2) **CHAIRMAN BUSALACCHI:** Thank you.

(3) **MR. McCAFFREY:** Thank you.

(4) **CHAIRMAN BUSALACCHI:** Danny's got a
(5) statement to read from 764.

(6) **MR. SCHMIDT:** Local 764 has not objections
(7) to the proposed change of operations, and I will
(8) abide by the committee's decision regarding
(9) seniority.

(10) **MR. VIA:** Lee Via, Local 771, Lancaster.

(11) We do not oppose the change of operations, however,
(12) Brother Stocker from Local 430, York, has proposed
(13) that six employees domicile to the Lancaster
(14) terminal under the numbers that Mr. Anderson has
(15) given him. I have checked with the employees at ABF
(16) in Lancaster and the union steward, and they tell me
(17) there are two trucks that come to Lancaster but they
(18) do very little work, and what I believe those those
(19) numbers are, are they're going out to other areas
(20) that that our people do not service and then coming
(21) to Lancaster for pickup or delivery in that county.

(22) Of course, I am sure there's going to be a
(23) window period, and if so in that window period we
(24) have no problem accepting those Carolina employees

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(1) into Local 771.

(2) Of course, in the other situation that we
(3) have is the provision in our supplement where it has
(4) endtailing, which happened to go into the supplement
(5) in 1987 contrary to the New England and New Jersey
(6) area where they have it for at least 24 years that I
(7) I know of. Whether we like endtailing or we don't
(8) and whether we think it's fair or we think it's
(9) unfair, it is in the contract and I think we should
(10) live with the spirit of the contract. I don't know
(11) we can pick and choose in supplemental areas where
(12) some people dovetail and other people entail, that
(13) is, if this is considered a purchase.

(14) I'm am not that crazy over endtailing, but
(15) it is in our supplement and I believe that we we
(16) have to live with that, and I feel that if those
(17) Carolina employees do come to Lancaster that they
(18) should be entailed according to the contract. When
(19) we started letting the National language or a Change
(20) of Operations Committee start changing supplemental
(21) agreements, then we might as well do away with our
(22) supplement agreements. And that's our position from
(23) Local 771.

(24) **CHAIRMAN BUSALACCHI:** Thanks, Lee. 773?

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(1) 776, you're on deck.

(2) **MR. BROWN:** Mr. Chairman, my name is Jim
(3) Brown, the business agent for Local 773, Allentown,
(4) PA. Our position is we have no objections to the
(5) change as proposed, and under Article 42, Section
(6) 1.6(d) we propose that to be followed.

(7) **CHAIRMAN BUSALACCHI:** We heard your
(8) position.

(9) **MR. BROWN:** That's all we got. Thank you.

(10) **CHAIRMAN BUSALACCHI:** 776? 822, you will
(11) be next.

(12) **MR. GRIFFETH:** Good afternoon.

(13) **CHAIRMAN BUSALACCHI:** Good afternoon, Tom.

(14) **MR. GRIFFITH:** Mr. Chairman, I'd just like
(15) to state that I know it's been a long two days and
(16) people are tired, but I would ask for your attention
(17) with Local 776 as we do have a facility there, as a
(18) matter of fact, we have three different dock
(19) locations, close to 800 people, also some Carolina
(20) people. I know we do not have a terminal there, but
(21) we do have a Carolina situation. We also are going
(22) to address and we will try to be nonrepetitious in
(23) our statements, but we do have some different and
(24) unique situations involving Local 776, so I'd ask

Exhibit (4)

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your patience with us to address those issues.

What we'd like to do is sort of take this in two separate issues, and we're going to try to address all the dock issues, local cartage issues first, and then after we do that we will go into the road operation.

And for the dock and local cartage operations, we have here as business agent George Smart, Carlos Ramos, and Chuck Shughart, and we have dock stewards here Brad Lindsay, Robert Schrum, Angelo Mraz, and Craig Vogelsong. With that I will turn mike over to Chuck Shughart and let him put his presentation on.

MR. SHUGHART: Good morning, Mr. Chairman, gentlemen. In the interest of time, we had a meeting with Bob Bell on September 8th and we had a transcript made of that meeting, and they will stipulate that the transcript is an accurate reflection of that meeting, we will enter it, and I don't have to go through the questions.

MR. LITTLE: Bob says it is.

CHAIRMAN BUSALACCHI: Give that to the court reporter, Carlos, and we'll make that part of the record.

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(Exhibit No. 18 marked for identification and attached to the transcript.)

MR. SHUGHART: Gentlemen, this local union represents the employees at ABF Carlisle and Camp Hill, PA. The company is proposing a loss of 32 jobs at Carlisle and 34 jobs at the Camp Hill terminal. Local 776 also represents 323 laid off employees from the Carolina terminal at Carlisle. ABF claims they have no obligations to offer any recall right to them claiming they are inactive, laid off employees.

With respect to the ABF employees at Carlisle and Camp Hill, the company has advised us that much of the current work is being transferred to another breakbulk-type facility or facilities. The local union requested a breakdown on the freight that would be lost to the Carlisle Camp Hill terminal. As of yet a breakdown has not been provided. Using a conservative formula one can easily determine that the proposed loss of jobs represents the loss of more than 3 millions pounds of freight per week at each terminal.

We believe ABF has an obligation to advise us where the work is being transferred and we

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[1] believe employees should have the opportunity to
[2] follow that work. I will give the company an
[3] opportunity to respond to that point.

[4] CHAIRMAN BUSALACCHI: Company?

[5] MR. LITTLE: The breakbulk work is being
[6] done in the new system that would come about as a
[7] result of the acquisition, as a result of the
[8] combination of these companies on day one, and as
[9] pointed out in the change of operations proposal new
[10] breakbulk facilities are established, which we call
[11] both national distribution centers and regional
[12] distribution centers. At those locations designated
[13] as national and regional distribution centers there
[14] already is sufficient manpower available as a result
[15] of the acquisition. We do the work that's available
[16] there, therefore, there's no gaining breakbulk
[17] facilities as a result of this change of operations
[18] and no opportunity, therefore, to transfer to any
[19] gained jobs at those operations.

[20] MR. SHUGHART: Nonetheless, Mr. Chairman,
[21] the freight is leaving our terminals and we -

[22] CHAIRMAN BUSALACCHI: Three million pounds,
[23] yes.

[24] MR. SHUGHART: And that's a very

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[1] conservative figure.

[2] CHAIRMAN BUSALACCHI: Okay.

[3] MR. SHUGHART: There are several
[4] outstanding issues regarding seniority and other
[5] claims that this committee is being asked to decide.
[6] One of them could be the question of endtailing or
[7] dovetailing on the ABF Carlisle seniority list. It
[8] is the position of this Local union that any
[9] Carolina employee who is offered work at Carlisle or
[10] Camp Hill as a result of this change of operations
[11] should be placed at the bottom of the ABF seniority
[12] list after all laid off ABF employees at each
[13] respective terminal are recalled. This would be in
[14] compliance with Article 42,1(d) of the Central
[15] Pennsylvania Supplement.

[16] Furthermore, if any Carolina employee
[17] transfers to the ABF Carolina or Camp Hill terminal
[18] in any future change of operations, his or her
[19] seniority should be applied as if the transfer had
[20] occurred under this change, that is after currently
[21] employed ABF employees and merged by Carolina
[22] seniority date with any Carolina employee placed on
[23] the ABF seniority list hereafter.

[24] To elaborate on that somewhat, for

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[1] instance, let's say you have two employees in
[2] Baltimore and you have one with 20 years and one
[3] with two years. The employee with 20 years accepts
[4] work somewhere where he ends tails. The employee with
[5] two years accepts work somewhere where he dovetails.
[6] Now you have a change of operations that brings both
[7] of those employees to Carlisle. Your man with two
[8] years is going to be senior to the man with 20
[9] years, and that has going to be a problem. It's *going*
[10] *ends* to happen somewhere.

[11] CHAIRMAN BUSALACCHI: It's happened before
[12] and the Change Committee would rule at that time.
[13] It would be up to local unions to raise that point.
[14] but it's happened before.

[15] MR. FRANKE: Many times.

[16] MR. SHUGHART: With respect to the 323
[17] Carolina employees on layoff from the Carlisle, PA
[18] terminal, the company has stated that they have no
[19] obligation to these employees as if they don't
[20] exist. In the proposed change they are referred to
[21] as inactive, laid off employees. These employees
[22] have seniority that ranges from 36 years *to* eight
[23] months with the company. Most of them were laid off
[24] in May 1995, two months before the merger between

[1] contractual obligations that Carolina employees were
[2] entitled to receive.

[3] With that I would like to submit to you,
[4] this is ~~is~~ copy of information provided by WorldWay
[5] Corporation/Carolina Freight. It was sent out to
[6] the shareholders, and you can see in here if you
[7] look on page 4 where references are made that they
[8] started to discuss this merger back in early 1994,
[9] and they had several meetings in '94 and '95 until
[10] they finally consummated the merger in July. Now,
[11] what I find very, very interesting is on page 7 you
[12] will see where at the top on June 2nd - now, if
[13] these people didn't know this merger was coming
[14] about on June 2, eight of the top officers of the
[15] company exercised the stock options, and in excess
[16] of 480,000 shares just prior to the merger. And if
[17] you go on back, you want to compare that, for
[18] instance, to what they exercised the year prior -
[19] you will find that back on page I-9 - it's a
[20] considerably lesser amount. So I mean I think this
[21] helps to prove that they knew that a merger was on
[22] its way.

[23] CHAIRMAN BUSALACCHI: Well, I don't think
[24] there's a doubt in anybody's mind.

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[1] Carolina and ABF was announced. By Carolina's own
[2] admission, the plans to merge with ABF were well
[3] under way at that time.

[4] Under these circumstances it would be
[5] horrendously unfair to exclude these employees the
[6] right to exercise their seniority under this change.
[7] Under the terms of the National Master Freight
[8] Agreement these employees have recall rights for
[9] five years. Carolina has contractual obligations to
[10] the laid off Carolina employees at Carlisle and
[11] elsewhere. One of those contractual obligations is
[12] to provide the recall rights for five years. ABF is
[13] merging with Carolina, thereby assuming Carolina's
[14] debts, liabilities, and contractual obligations.

[15] Included among those contractual obligations is the
[16] requirement to offer the five-year recall rights to
[17] Carolina employees who were previously laid off.

[18] Carolina Freight did not vanish from the
[19] face of the earth. They exist. They may be
[20] headquartered in a different city, they may operate
[21] under a different company logo, management, and
[22] color scheme, but they do exist. The contractual
[23] obligations to Carolina employees also exist. The
[24] merged company has an obligation to provide the

[1] MR. LITTLE: Just a minute, if I may. He's
[2] reading from page 7?

[3] CHAIRMAN BUSALACCHI: That's what he said,
[4] page 7.

[5] MR. LITTLE: On page 7 he read item 6 I
[6] believe, referring to June 2nd, a list of names of
[7] apparently shareholder participants. I don't see
[8] any Arkansas Best employees in there.

[9] MR. SHUGHART: No, they're not. They're
[10] all Carolina employees, the top officers of Carolina
[11] exercising their stock options.

[12] CHAIRMAN BUSALACCHI: I mean what he's
[13] saying, Don, is that they knew that the sale was
[14] coming, all right? Let's not get into a big,
[15] dragged out argument.

[16] MR. SHUGHART: I don't want to argue. I
[17] just want to point that out.

[18] MR. LITTLE: They knew sale was coming -

[19] CHAIRMAN BUSALACCHI: Let him go on.

[20] MR. SHUGHART: In the case of Carlisle, the
[21] merged Carolina/ABF company has a terminal within
[22] the jurisdiction of Local 776 also in Carlisle.
[23] Carolina employees who were laid off should have the
[24] first opportunity to elect work at the Carlisle, PA

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terminal if and when future job opportunities become available. It is our position that these Carlisle employees should be offered work before any other Carolina employee at any other terminal active or inactive and us other employees are following work to Carlisle, which is not the case. These laid off Carolina and Carlisle employees should maintain seniority for rate of pay and fringe benefits, and I said earlier they should be entailed.

CHAIRMAN BUSALACCHI: Yes, you did.

MR. SHUGHART: And I heard some discussion earlier about the Carolina employees whether they had the opportunity to follow work somewhere. In my opinion I don't think that's really relevant. They were laid off. Whether they had an opportunity to follow work under a prior Carolina change isn't an issue. They had the right to take the layoff if they show chose for whatever reason. I talked with one gentlemen who had a crippled son and he had his house all redone to accommodate his handicap, and he was just in no position to move so he took the layoff. And these people should have the recall rights for five years regardless of whether or not they had an opportunity to follow work.

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So to go back and recap a little bit, we think that the ABF, Carlisle, and Camp Hill employees are entitled to follow work. Secondly, we think that any Carolina employee offered work as a result of this change and/or a future change of operations should be merged into the Carolina seniority, should merged onto a list by Carlisle seniority date and placed at the bottom of the ABF Carlisle seniority list after current ABF employees. Thirdly, we think that the five-year recall rights of the laid off Carolina employees should be respected. The laid off Carolina employees at Carlisle should have the first opportunity to select work opportunity at the ABF Carlisle and Camp Hill terminals for five years from the date of layoff as provided by Article 8,6(b) and that seniority would be entailed after current ABF employees.

We also have some office employees who previously worked at Carolina who were laid off and would like to ask the company what their position would be on them.

CHAIRMAN BUSALACCHI: Company?

MR. LITTLE: The company's office force in Carlisle at present is sufficient to meet he meet

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the needs of the office in Carlisle based on the reduction of the numbers that we have in employees there, certainly the offices force is sufficient.

MR. SHUGHART: Will there be any offer of future work?

MR. LITTLE: The employees who you refer to certainly would have equal opportunity with other applicants at ABF.

CHAIRMAN BUSALACCHI: Well, wait a minute now. Are you telling me that there's laid off Carolina office people?

MR. SHUGHART: That's correct, from a prior Carolina change.

CHAIRMAN BUSALACCHI: But they're laid off, and now if you have office work becomes available, your question is will you offer it to those Carolina people?

MR. SHUGHART: That's correct.

MR. LITTLE: And I think I answered the question.

CHAIRMAN BUSALACCHI: Well, you did, but you said you would consider them along with new hires.

MR. LITTLE: In line of their - and first

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of all, Mr. Chairman, he's talking about office employees, I presume, and I don't even know what contract because they were laid off previously.

CHAIRMAN BUSALACCHI: I don't either. I don't know.

MR. SHUGHART: Central Pennsylvania.

MR. LITTLE: All right. And, of course, that issue would be that if we need additional office personnel in line with that we would offer them in line of seniority and qualifications the opportunity to come over to ABF's office in that environment.

MR. SHUGHART: We would ask them to give them job preference for the first opportunity to work.

CHAIRMAN BUSALACCHI: Well I think that's basically what he's saying.

MR. SHUGHART: We might also point out to the committee that we have the shop, ABF shop in our contract. It's a white paper contract with a vendor.

CHAIRMAN BUSALACCHI: Supplement to the National?

MR. SHUGHART: It's not a supplement, no.

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[1] MR. GRIFFITH: No, a separate agreement.
[2] CHAIRMAN BUSALACCHI: All right. Go ahead.
[3] So noted for the record.
[4] MR. SHUGHART: Also let's take, for
[5] instance, the Camp Hill terminal where we have
[6] currently 96 employees. The company is proposing to
[7] lay off 34 of them. If somewhere between the time
[8] that you made the proposal to lay off 34 and the
[9] time the actual layoff takes effect, if say, for
[10] instance, two employees terminates employment for
[11] one reason or another, does that reduce the number
[12] of laid off employees to 32?
[13] MR. LITTLE: The number of employees - the
[14] real determinate number of employees necessary in
[15] this operation is going to come about as of the day
[16] one accommodation of these operations, and the
[17] employees will be maintained to meet the needs based
[18] on the workload.
[19] MR. SHUGHART: But, Mr. Chairman, he made a
[20] proposal in his change of operations to lay off 34
[21] employees. That's 34 of 96, and you have two
[22] employees, say, for instance, quit in the meantime.
[23] Now there is no longer any need to lay off 34. You
[24] have a need to layoff 32 now because you already

[1] purchase the outstanding shares of common stock for
[2] WorldWay, and you'll see referenced in here dozens
[3] and dozens and dozens of times references to the
[4] merger.

[5] CHAIRMAN BUSALACCHI: Yes. I think we have
[6] a document similar, but pass it up just to make
[7] sure.

[8] MR. SHUGHART: I'll pass the microphone
[9] onto George Smart.

[10] MR. SMART: Mr. Chairman, my name is George
[11] Smart, and I represent the 90 people at the Carlisle
[12] facility. We also at this time have one, possibly
[13] two people who are on the preferential hire list,
[14] and I'm sure that ABF will abide by the contract
[15] under Article 42, Section 1 and afford those
[16] gentlemen the right to work at the bottom of the
[17] list ahead of casuals.

[18] MR. SCHMIDT: You will comply with the
[19] contract?

[20] MR. LITTLE: Definitely.

[21] MR. SMART: Also we have requested from
[22] Mr. Bell for the tonnage and the bills pertaining to
[23] the Carlisle facility, and as of this date we have
[24] not gotten those. However, we went one step further

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[1] lost two.
[2] MR. LITTLE: Once again, I think I can
[3] explain the proposal since we did make it, and that
[4] is that with regard to the number of job
[5] opportunities - and this again is on a projection
[6] basis for Camp Hill, just as it's been for every
[7] other local union that's come before the committee
[8] in the last two days, and that figure is subject to
[9] an up and down number based on the workload that's
[10] going to be available on an unpredictable basis
[11] regardless of whose crystal ball you're looking in.
[12] And based on our projected need, we said how many
[13] employees were needed. Of course, the balance would
[14] be laid off. Certainly if the work is there over
[15] and above that number, there would be fewer laid
[16] off.
[17] MR. SHUGHART: You have our position.
[18] CHAIRMAN BUSALACCHI: I understand. Next?
[19] MR. SHUGHART: There was some question
[20] earlier about whether or not this might be a merger
[21] or not, and I don't want to dwell on the issue, but
[22] I would like to submit to the committee here, it was
[23] sent out to Carolina stockholders from the ABC
[24] Acquisition Corporation. It explains the offer to

[1] and contacted the system terminal manager at Camp
[2] Hill, and he had given us some figures that reflect
[3] a 3.5 per bill per hour at the Camp Hill facility.
[4] If you put the figures to that, that would equate
[5] over a week's period to approximately 12,000 bills
[6] going to cross that dock. Their proposal proposes
[7] to cut a third of my work force over there, which
[8] would be roughly 4,000 bills. I would like to know
[9] where those 4,000 bills disappeared to.

[10] CHAIRMAN BUSALACCHI: Good question.

[11] MR. SMART: Because we now handle the south
[12] freight in the Camp Grove facility, and it comes out
[13] of the area of Philadelphia, Newark, and I think
[14] Enfield, CT where the company proposes to open up
[15] regional distribution centers. It's my position
[16] that - and I understand that they may have an
[17] efficiency gain - however, an efficiency gain of
[18] 4,000 bills? I think that's highly unlikely.

[19] CHAIRMAN BUSALACCHI: Well, let's let him
[20] answer.

[21] MR. LITTLE: I think he very well describes
[22] what's happened here. This is a change of
[23] operations proposal. As is normal in a change of
[24] operations proposal, when a company is required to

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change the nature of its operations by the business conditions - in this case brought about by the acquisition of Carolina - and establishes the breakbulk operations as we describe in the change in Philadelphia and Newark and other locations in the system, and the new company created by the combining of these operations requires to us break freight in a different manner, it flows in a different manner, and to that extent, just as those locations are affected by the increase in personnel, that is an increase in personnel to the ABF complement, it impacts on Camp Hill, it impacts on Carlisle to the extent that there is a work loss.

But here again, there are more people in the combining of these three companies than there are jobs available on the first day of operation. Everyone is impacted, and Carlisle and Camp Hill are no exceptions to the extent they're involved in the breakbulk work in our system, and to the extent that the work is available, the contract will cover them regarding the recall rights in that area.

MR. SMART: Well, Mr. Little, I understand that, however, that doesn't do anything for the 34 people that are laid off in our local union. The

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freight now - and I understand what you're trying to do with the freight now. You're going to run down the I-95 corridor. That freight originally came through our dock, and therefore, I think that our people should have the opportunity to follow that freight.

MR. LITTLE: And that freight was eliminated, wasn't it?

CHAIRMAN BUSALACCHI: Well, okay, I think you've stated your case, and you're making a very good case I might add, but go on.

MR. SMART: You know, I think I've heard you say several times over the last few days that were you trying to protect the people. That doesn't reflect that in this change of operation. This change of operations is taking - it's totally going against the contract and eliminating people. I have yet to hear anybody say in this room how many people are going to lose their job over this change of operation?

MR. LITTLE: Because I've said - and I repeat - that this change of operation is an opportunity for the Carolina employees to gain jobs that they would have lost by virtue of the fact that

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(1) Carolina was operating at 117 and they were losing
(2) money and, in fact, they continue to lose money to
(3) the extent that they would no longer be able to stay
(4) in business, and the acquisition by ABF in our
(5) opinion saved jobs.

(6) MR. SMART: Well, I understand that, but
(7) that doesn't give you the right to cut your own boys
(8) I don't think.

(9) CHAIRMAN BUSALACCHI: Move on.

(10) MR. SMART: That's all I have.

(11) CHAIRMAN BUSALACCHI: All right. Next?

(12) MR. RAMOS: Carlos Ramos. I don't handle
(13) ABF, but I did handle Carolina. One question
(14) pertaining to the ABF employees that are going to be
(15) laid off or may be laid off because of this change,
(16) in Central Pennsylvania an employee that gets laid
(17) off has the right to exercise intermittent work or
(18) choose intermittent work, so he basically has three
(19) choices, and I will give just you a quick example.

(20) If I'm a road driver and I'm laid off, I
(21) happen to be one of those 30 couple or whatever. I
(22) could choose intermittent work on the road and I
(23) would be called before casuals, or I can take a full
(24) layoff, or of course if my seniority provides I can

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(1) bump in on the dock, and I would assume that that
(2) would apply in this case?

(3) MR. LITTLE: The contract would apply to
(4) the extent it meets the decision of this Change of
(5) Operations Committee.

(6) MR. RAMOS: Well, I may be speaking wrong
(7) here, but I don't believe that's covered in the
(8) contract. I believe that was a prior decision?

(9) MR. GRIFFITH: Intermittent work is covered
(10) under the interpretation of the Central Pennsylvania
(11) Supplemental Agreement, and you will abide by that?

(12) MR. LITTLE: I will abide by the contract
(13) and this committee's decision.

(14) MR. GRIFFITH: That wasn't what I was
(15) asking.

(16) CHAIRMAN BUSALACCHI: You didn't answer the
(17) question, Don.

(18) MR. SCHMIDT: I don't know that the
(19) decision is going to have anything to do with that.

(20) MR. LITTLE: Well, I think the decision has
(21) a lot to do with with the right of the city employee
(22) to work on the road prior to an employee - you
(23) might as the Change of Operation Committee deem a
(24) new job opportunity at Carlisle, for example, where

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11 ABF was going to be fully employed based on the
12 number of employees presently there.
13 MR. SCHMIDT: But he's talking about right
14 now. If somebody is affected by the change at
15 implementation, do they have a right to exercise
16 their seniority immediately in that terminal to go
17 one place or the other, road or dock? After they do
18 that, yeah, then the decision applies. They can get
19 recalled to go there ahead of somebody that we may
20 put in there.
21 MR. LITTLE: But, Danny, there are no
22 openings on the road right now, and there is no one
23 laid on the road as a result of this change of
24 operations. That's why I am making that
25 distinction.
26 MR. SCHMIDT: Yeah, but they have a single
27 seniority list.
28 MR. LITTLE: I understand that.
29 MR. SCHMIDT: Seniority applies whether
30 there's any openings or not, and if I'm a senior
31 dock guy, number one, and I'm going to get laid off,
32 which would be the case, then I have the right to go
33 to the road and knock the junior road guy off and he
34 would be the one that's laid off initially when the

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35 change is implemented. That's what they're asking.
36 MR. LITTLE: All right. Then their
37 seniority practice is going to apply. We're not
38 trying to do anything to disturb that.
39 MR. FRANKE: That's the contract.
40 CHAIRMAN BUSALACCHI: Stop. Next question?
41 Go on.
42 MR. RAMOS: Okay. The other thing that I
43 wanted to ask about was the copy of the change that
44 was mailed out to the local unions - I don't know
45 about all of them, but ours - they included a copy
46 of a seniority list of the laid off Carolina
47 employees in Carlisle. That list was missing a
48 page. We had requested that page and we still
49 haven't gotten that page, I guess page 2.
50 CHAIRMAN BUSALACCHI: Is the page relevant
51 to what we're talking about here, Carlos - and I
52 don't mean to be flippant about it - but is it?
53 MR. RAMOS: Well, I think it could be
54 relevant down the road. I think it should be made
55 part of the record.
56 CHAIRMAN BUSALACCHI: Are you telling me
57 that they have left names - on that page there
58 could be names that were left off that you don't

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59 have?
60 MR. RAMOS: We don't know that because we
61 doesn't have the page, so we can't verify if the
62 seniority list is proper.
63 CHAIRMAN BUSALACCHI: Okay. Now that we
64 got the question, where is the page?
65 MR. RAMOS: It's page 2.
66 MR. LITTLE: Where?
67 MR. RAMOS: Of the laid off Carolina
68 employees local side. That complete page in our
69 change, the copy that we received is -
70 MR. LITTLE: I would appreciate it if the
71 local union would have supplied me with a copy of
72 inasmuch as these are Carolina employees he's
73 talking about, and if anyone in this room has a copy
74 of the list, I'll be happy to produce it if it's not
75 in the change of operations proposal. We attempted
76 to provide all the lists.
77 MR. FRANKE: He's saying that there's a
78 page missing out of his change.
79 CHAIRMAN BUSALACCHI: Out of the change.
80 MR. FRANKE: That's all he's saying to you.
81 CHAIRMAN BUSALACCHI: One of the Carolina
82 people are here. Do you got one? Have you got the

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83 page? Bring the page up. We'll get a copy page for
84 you.
85 MR. SCHMIDT: Go on, go on.
86 MR. RAMOS: I would assume that based on
87 the decision that the committee makes pertaining to
88 the laid off employees at Carolina at Carlisle -
89 and I'm just going to throw you a for instance. You
90 know what our request is, that they should be called
91 back prior to anybody else coming in, that the
92 intermittent work scenario that we threw out there
93 should at that time, if that was the decision of the
94 panel, apply to those employees also before
95 non-Carolina employees or non-ABF employees are
96 worked as casuals.
97 MR. FRANKE: I'm sure that will be done.
98 MR. RAMOS: That's all I have.
99 MR. SMART: This is George Smart again.
100 Also in that proposal that's missing from 46 to 96
101 the seniority list. They only show 46 people in
102 there, and there's actually 96.
103 MR. FRANKE: Give him that page too.
104 MR. LITTLE: That sounds like the page you
105 are talking about.
106 MR. SMART: No, it's a different page.

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1 MR. FRANKE: He's looking for the page over
2 re.
3 CHAIRMAN BUSALACCHI: When we get that
4 page, we'll get you that page. He's coming to get
5 the page.
6 MR. GRIFFITH: I just have two things,
7 Frank. Tom Griffith here. First of all, I have
8 heard of a lot of issues about the seniority. I
9 won't dwell on that and I'm not going to run the
10 fence either because we do have 323 Carolina people.
11 so I'm not going to run the fence. The supplements
12 calls for the endtail on a merger for an
13 acquisition, also for an endtail. That is the
14 position of the contract; we should stay with that.
15 On the other hand, I do want to say
16 something on behalf of the Carolina employees, these
17 323 that they say no longer exist. That company and
18 that company back there knew, they knew, and they
19 did this, and they whacked a lot of people up before
20 this change, and 323 people are whacked up. Now,
21 they can sit there and say they didn't know. We
22 know they knew. They knew, and they did this, and
23 those Carolina changes - and I don't have to go
24 into the history of them - they had a Carolina

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1 change that said people would not be affected in
2 Carlisle at that time. Those senior people chose to
3 stay there thinking they were going to have a job.
4 Two months later ran in, had another one, and
5 whacked them people, and almost all of them, those
6 senior people at the Carlisle facility, had very
7 limited places to go and chose to take a layoff, and
8 now we're going to sit in here and this company is
9 going to say that those 323 people don't have
10 anyplace to go.
11 I urge you, Frank, to take that into
12 consideration in your executive session. These
13 people are part of this merger or acquisition or
14 whatever you want to call it. They're part of it,
15 it is in our record, and they should be afforded the
16 opportunity to be called in and before anybody comes
17 from that street, and we want that on the record.
18 CHAIRMAN BUSALACCHI: Okay. He's not so
19 sure what seniority list you're looking for, so
20 sometime just get with them and they'll provide you
21 with whatever you need. We can get copies made for
22 you, okay?
23 MR. RAMOS: Okay.
24 CHAIRMAN BUSALACCHI: Okay. Next?

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1 MR. GRIFFITH: We're going to let these
2 dock people get up and we're going to take the road
3 then.
4 CHAIRMAN BUSALACCHI: Okay.
5 MR. GRIFFITH: For the road, Dan Virtue,
6 business agent, is going to present for the record.
7 I also have road stewards here, Ron Hicks, Bill
8 Hyland, Bill Thompson, and Jim Thorton. And we have
9 some presentations to hand out.
10 MR. VIRTUE: I have a couple of questions
11 before I start out to the Company. The canceling of
12 the bids on. I believe it's page 7, where they want
13 90 days of canceling of the bids, that would not
14 apply to the Carlisle break because at this time the
15 work that the company has assigned us will not
16 change. Our bid structure would basically stay the
17 same, is that correct?
18 MR. LITTLE: Basically I think that's
19 probably correct, but there may be some changes in
20 the head haul points to the extent that those bids
21 could be affected.
22 MR. VIRTUE: I believe the head haul
23 changed - I'll get into that. So basically my bids
24 will stay the same. They will not go under the

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1 90-day provision. If the Change of Operation
2 Committee could, when they do put that on the
3 record, I'd appreciate that, that they would not
4 comply with the 90 days.
5 CHAIRMAN BUSALACCHI: And what he's asking
6 you, Company, and what he's waiting for you to
7 respond to is because he has no changes, with the
8 exception of a few minor things that you say you're
9 going to do, you're going to leave his bids intact?
10 MR. LITTLE: And to the extent that needs
11 to be modified, Mr. Chairman, we would meet with the
12 local union and discuss the need to do that. We're
13 not interested in abolishing the bids if it's not
14 necessary to so in order that the seniority of the
15 employees is properly dealt with here. If it's not
16 necessary, we won't, but if it becomes necessary and
17 to what degree it becomes necessary, we will talk to
18 the local union about that.
19 CHAIRMAN BUSALACCHI: Well, he's just
20 concerned that you're going to walk in and if this
21 change is implemented you're going to nuke his bids,
22 and then you're going to say, well, under the change
23 decision we've got 60 or 90 days or whatever it is,
24 and therefore, we don't have any bids any more.

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(1) MR. LITTLE: I think I explained that, and
(2) the purpose through in the proposal was in those
(3) areas where it is necessary to do so we've asked for
(4) 90 days.
(5) MR. FRANKE: I'd like to make a statement
(6) on that situation, and that would apply to everybody
(7) in the room, that because we give a time period for
(8) adjustment of bids we don't expect the company to go
(9) in and throw all the bids out of the damn window
(10) that they can use at the present time, only those
(11) that need adjustment, and I think that's what the
(12) company has said here.
(13) MR. VIRTUE: The only reason why I'm trying
(14) to clarify that, in the company's proposal they are
(15) talking about the Carolina road domiciles. To me
(16) the road domicile in Carlisle for their proposal
(17) said the head haul has not changed except for
(18) Cincinnati. So to me there's no need for this
(19) company to come in and hack the bids up.
(20) MR. FRANKE: And you will so advise them.
(21) MR. VIRTUE: And I would like to submit a
(22) copy of the bids to the committee and have them for
(23) the record.
(24) CHAIRMAN BUSALACCHI: Okay. Move it along

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(1) Page 16 of the change, basically I need a statement
(2) from the company. They reference in there that city
(3) drivers would be utilized to move overflow freight
(4) or freight to different points. It's our position
(5) that as long as there's a Harrisburg, a Carlisle
(6) road driver available at the time of dispatch, it's
(7) a violation of the contract.
(8) MR. LITTLE: I believe if you would have
(9) read the entire sentence it states city drivers or
(10) over-the-road drivers as dictated by operational
(11) needs in accordance with the contract and local
(12) agreements between ABF and the local union.
(13) MR. VIRTUE: I read it. I'm just asking
(14) you to get it on the record if you're going to
(15) comply with the contract.
(16) CHAIRMAN BUSALACCHI: Well, let's not start
(17) jousting over this stuff. I mean the change itself
(18) is part of record. He's saying that he's going to
(19) comply with the contract, so let's go on.
(20) MR. VIRTUE: Page 18, my next question will
(21) be to the company. Approximately how much did it
(22) cost the company or do they allot for moving
(23) expenses to move the road drivers from one point to
(24) the other? I know in major changes like this the

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(1) coast of moving is very great. I was wondering
(2) exactly how much money do they figure it is going to
(3) cost to move the road people in position?
(4) MR. LITTLE: We treated that in the same
(5) manner we did the coffee bill for this meeting. We
(6) didn't make any allotment for any such allocation as
(7) that. We have tremendous expenses, tremendous
(8) expenses in areas that cannot being predictable as a
(9) result of this acquisition. And whatever expenses
(10) those are to the extent that our company can afford
(11) to pay those bills, we will pay them.
(12) MR. VIRTUE: You misunderstand the whole
(13) question. You're pretty good. You keep on talking
(14) around and around. My question is simply this. How
(15) much money is going to go to us road drivers being
(16) moved, or how many road drivers are actually being
(17) moved in this change of operations? Zero.
(18) MR. LITTLE: Then I don't understand the
(19) first question.
(20) MR. VIRTUE: Zero
(21) CHAIRMAN BUSALACCHI: That's right, zero.
(22) MR. LITTLE: That's correct.
(23) CHAIRMAN BUSALACCHI: Okay. Let's go on.
(24) Zero. now go on Danny.

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(1) MR. VIRTUE: This company today, the issue
(2) here in this room is seniority, but they're issue is
(3) that their screen is seniority.
(4) CHAIRMAN BUSALACCHI: Danny, I understand
(5) that. all right? But let's stay with the issues
(6) within this change, okay?
(7) MR. VIRTUE: That's what I'm coming up to.
(8) CHAIRMAN BUSALACCHI: All right. Then get
(9) to the point.
(10) MR. VIRTUE: I am working on it. I'd like
(11) to go to page 1 of my brief, if you look at my
(12) brief. Members of the committee, attached is a map
(13) of the Carlisle, PA road operation that I will go
(14) over with the panel, and what I want to try to show
(15) the panel today - do you have a copy of it?
(16) MR. LITTLE: I guess, is this it?
(17) MR. VIRTUE: Yes. If you look at Exhibit 1
(18) of the road operation at the Carlisle area there's a
(19) map that I made and why I passed the bids out to you
(20) to try to explain that right now we service
(21) everything in the west, and the east, in the
(22) northeast, and the south. We service everything.
(23) In the present operation Carolina has the head haul
(24) to the south, north, east, and west, and at this

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1 after this change of operation we will still be
2 the head haul to most of the same points.
3 **CHAIRMAN BUSALACCHI:** Just to correct you,
4 Danny, you mean Carlisle?
5 **MR. VIRTUE:** Right.
6 **CHAIRMAN BUSALACCHI:** You said Carolina,
7 just to get the record straight.
8 **MR. VIRTUE:** All right. I've been known to
9 screw up. The next one will on Boston. Exhibit one
10 is a map, Boston, MA road operation that I will with
11 over with the panel. Exhibit 1-A is a copy of two
12 Carolina change of operations that show Boston as no
13 road drivers, and the reason why I'm going over this
14 point is right now today ABF is stating that they
15 will have road drivers, two road drivers in Boston,
16 MA. If you look at the two change of operations,
17 one that was heard in December of 1994 and one was
18 heard in the Eastern Conference on April 25, 1995,
19 and if you look down at the first change it will
20 show Boston, MA as a breakbulk will be gaining 20
21 people on the dock. If you look to the road
22 operation, there were no gains on the road.
23 If you go to the next change of April, the
24 at change that Carolina had, again if you look at

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1 that there are no changes to put two road drivers
2 into the Boston terminal. It is our position that
3 due to the fact that we service the head haul to
4 Boston we have 88 bids to these points, that there
5 was never a road domicile established in Boston in
6 the change of operations, therefore, this Change of
7 Operation Committee should let one or two people
8 move from the Carlisle breakbulk into the Boston
9 area if so desired.
10 **CHAIRMAN BUSALACCHI:** We'll take it under
11 consideration, Danny. We'll make it part of the -
12 he doesn't have to respond. We will go into
13 executive session and we will discuss it.
14 **MR. VIRTUE:** All right, when we met I also
15 requested from the company a copy of the change of
16 operations putting the road drivers into Boston.
17 **CHAIRMAN BUSALACCHI:** Who put the road
18 drivers in Boston, Don?
19 **MR. LITTLE:** Mr. Chairman, when we bought
20 Carolina we became aware of the seniority list.
21 There were two road drivers in Boston.
22 **CHAIRMAN BUSALACCHI:** They were Carolina
23 people?
24 **MR. LITTLE:** Yes, sir.

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1 **CHAIRMAN BUSALACCHI:** All right.
2 **MR. VIRTUE:** And what I am trying to show
3 you is that they never had a change of operation to
4 put two road drivers in Boston. You can even ask
5 the Carolina people. They are right here, the labor
6 people. That people change was never done.
7 **CHAIRMAN BUSALACCHI:** All right. We'll
8 take it under consideration.
9 **MR. VIRTUE:** And if you look at the
10 Boston - I hate to drone on this - but if you look
11 at the Boston, Boston has the head haul into Camp
12 Hill, York, and Lancaster. They're head hauling
13 into our area, and also have the backup to Carlisle,
14 Pennsylvania. So it's a very important issue. They
15 do not do that now because we service all them
16 points.
17 Also, if Boston, MA drivers come to
18 Carlisle, they should not be permitted to work off
19 the Carlisle road boards as long as the Carlisle
20 road driver is off rest, and the reason is that is
21 not - none of our people are moving there to follow
22 our work, so they should have no right to come into
23 our road domicile and do our work.
24 Next would be Buffalo, which would be page

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1 27 in the change of operations that we're referring
2 to. Exhibit 2 is a map of Buffalo that we will go
3 over with the panel. Again, if you you look at
4 these points there's Buffalo, New York, I draw the
5 map, it would show Buffalo running into all our
6 areas that we service today.
7 **CHAIRMAN BUSALACCHI:** Well, I guess this is
8 going to be the appropriate time to ask the
9 question, so we might as well ask it. How many road
10 drivers do you have, 776?
11 **MR. VIRTUE:** It fluctuates. I think if you
12 look at the bid thing I think it was 396 on there.
13 It could be 384. It goes up and down with that
14 amount of road drivers.
15 **CHAIRMAN BUSALACCHI:** Are you going to
16 protect the number of road drivers that you have in
17 this domicile?
18 **MR. LITTLE:** Based on the current economic
19 condition, Mr. Chairman, we propose to protect 384
20 drivers.
21 **CHAIRMAN BUSALACCHI:** So the issue,
22 however, is that you feel that somebody is
23 infringing on your work or is going to infringe on
24 your work?

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[1] MR. VIRTUE: That's correct, and it's very
[2] simple.

[3] CHAIRMAN BUSALACCHI: I'm just trying to
[4] get to the meat of this thing, Danny.

[5] MR. VIRTUE: Okay.

[6] CHAIRMAN BUSALACCHI: If they infringe on
[7] your work, the company has gone on the record as
[8] saying that they are going to protect your work, and
[9] therefore, your people are going to be paid. I
[10] mean, Tom, on the previous grievance decisions, if
[11] that happens you're going to file a grievance and
[12] it's going to go in front of the Multi-Region Change
[13] Committee, and we're going to rule that they said
[14] they would protect X number of jobs. You're going
[15] to show to the change committee that they didn't do
[16] that because they had these other areas running into
[17] what is your area.

[18] MR. VIRTUE: Again, Mr. Chairman, I am not
[19] saying that you're not correct on that. I want to
[20] get all this on the record for when it does come
[21] time for me to hear this grievance, and which it is
[22] going to come, because whether they want to agree or
[23] whether they don't want to agree, they found a way
[24] of not paying any moving expenses, they set this

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[1] change up prior with Carolina, and they're not going
[2] to change my mind on that, and they don't have to
[3] pay one cent to move anybody.

[4] CHAIRMAN BUSALACCHI: If you feel that it's
[5] imperative that you get this information on the
[6] record, proceed.

[7] MR. VIRTUE: Thank you.

[8] MR. FRANKE: I'd like to point out one time
[9] here. This is an ABF change, and they have a right
[10] to reposition people in order to accommodate their
[11] system, and in my opinion your men will be protected
[12] under normal protections offered under a change of
[13] operations, but other local unions and other
[14] Teamsters involved in this goddamn change have a
[15] right to the same kind of protection. He's going to
[16] protect the Boston people as well as your people.
[17] And Teamsters have to understand that.

[18] MR. VIRTUE: So is it all right if I go
[19] back and tell them that or what? That's our work.
[20] I'm not going to get in no argument here -

[21] CHAIRMAN BUSALACCHI: Danny, that's what
[22] we don't want.

[23] MR. VIRTUE: all right.

[24] CHAIRMAN BUSALACCHI: We want you to

[1] proceed with your testimony here. I want you to
[2] leave here knowing that you got what you wanted to
[3] get in the record into the record, so go ahead.

[4] MR. VIRTUE: All I want to keep on saying
[5] is what people got to understand is we service every
[6] one of them points today.

[7] MR. FRANKE: Under Carolina.

[8] CHAIRMAN BUSALACCHI: No, under ABF.

[9] MR. VIRTUE: ABF.

[10] CHAIRMAN BUSALACCHI: Not Carolina, it's
[11] ABF.

[12] MR. VIRTUE: At this time the Carolina road
[13] operation bids to - you got me messed up too. At
[14] this time the Carlisle road operation bids to
[15] Buffalo, NY and to the northeast. Will that stay
[16] the same after this change, and if not, it is our
[17] position that the Carlisle road drivers should have
[18] the right to follow their work.

[19] I got a question of the company. Will that
[20] stay as the bids we have today?

[21] CHAIRMAN BUSALACCHI: Company?

[22] MR. LITTLE: Your question respecting bids
[23] we already addressed in terms of the local union and
[24] the company meeting to determine the needs and the

[1] bid requirements. I said that earlier.

[2] MR. VIRTUE: That isn't the question. The
[3] protection of my work here, if they're not going to
[4] say that I continue to run to this - I don't care
[5] whether it's on bid or an extra board. If I don't
[6] continued to run this, then I should have the right
[7] to follow the work to Buffalo, NY.

[8] MR. LITTLE: Well, I guess maybe it's time
[9] for you to look at the description of the Carlisle
[10] operation as outlined in the change of operations on
[11] pages 31 and 32 - I'm sorry, 31, it's all offered.
[12] To the extent it's covered on page 31, it is
[13] self-defined and if you taking your time to read it,
[14] it says no change in the present number of drivers
[15] domiciled at Carlisle and the operation will
[16] continue and involve the dispatching of drivers in
[17] the same manner and to the same points as in the
[18] present operation, except that Carlisle will no
[19] longer serve as the head haul on dispatches to the
[20] Cincinnati, Ohio domicile. Then it continues to
[21] describe the points to which Carlisle operates
[22] presently and the points to which they would operate
[23] pursuant to the change of operations implementation.
[24] In the next paragraph it says additionally

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1) Carlisle will serve as the head haul of dispatches
2) the following new domicile points: Enfield, CT,
3) Boston, Massachusetts, Detroit, Michigan,
4) Philadelphia, Pennsylvania, and Burlington, Vermont.
5) Then it goes on to say that further as a supportive
6) operation Carlisle will continue to be utilized on
7) dispatches to Cincinnati and other points in the
8) system as required by the balance of freight based
9) on customer demands, seasonal business cycles,
10) weather conditions, and other unusual factors. Also
11) they will be utilized on supportive operations to
12) the following new domiciles: Buffalo, NY, Rocky
13) Mount, Winston-Salem, and Youngstown, OH.
14) Now, that's the description of the Carlisle
15) road operation, and to the extent the Carlisle
16) drivers have operated to these points that they can
17) reach a tour of duty on dispatches originating in
18) Carlisle as in the past, they will continue to do so
19) in the future. And I don't know how any better I
20) can describe it. It certainly is not anything new.
21) This is a continuation of an ABF operation that's
22) been in existence since approximately 1978, as I
23) recall. And the only thing that really has happened
24) in the last 20 some odd years is that Carlisle has

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1) continued to grow in the road operation.
2) The argument that you seem to make applies
3) to the Carlisle operation as compared to Boston and
4) the Burlington where there are two drivers and one
5) driver, in Buffalo there are three drivers, as
6) compared to a board in Carlisle with what, 384.
7) **MR. VIRTUE:** What is the point?
8) **CHAIRMAN BUSALACCHI:** Well, Danny -
9) **MR. VIRTUE:** No, hold it. That's what I'm
10) trying to argue he is 100 percent right. We have
11) the head haul to all these points. Now they are
12) going to turn the head haul around and run people
13) from Buffalo and other areas of the country into us,
14) and that is our work. We should have a right under
15) the change of operation to follow our work.
16) **CHAIRMAN BUSALACCHI:** Danny, proceed with
17) your presentation and let's try to cut down the
18) arguing back and forth. Get your information into
19) the record.
20) **MR. VIRTUE:** Thank you. Also if a Buffalo
21) driver comes to Carlisle, he or she should not be
22) permitted to work off the Carlisle board as long as
23) a Carlisle road driver is off rest.
24) **CHAIRMAN BUSALACCHI:** Go on.

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1) **MR. VIRTUE:** Page 29 of the change would be
2) on the Burlington. Exhibit 3 is a map of the
3) Burlington, Vermont road operation that we will go
4) over with the panel. Again, if you look at the
5) Burlington road operation it's an area that also has
6) the head haul to York, Camp Hill, and Carlisle
7) Pennsylvania.
8) **MR. SCHMIDT:** Is that Burlington, Dan?
9) **MR. VIRTUE:** That's correct.
10) **MR. SCHMIDT:** Let's just go back to that.
11) Would you turn to page 22, please. See if we can
12) get over this. The way I understand the change -
13) and you and the company can correct me - Carlisle
14) has 384 drivers that have the primary or head haul
15) into those locations: Buffalo, Boston, Burlington,
16) VT Enfield, CT. Am I correct, Don?
17) **MR. LITTLE:** I think that -
18) **MR. SCHMIDT:** And also you have the change
19) written that Buffalo, Burlington, and Enfield also
20) have the primary head haul to Carlisle. Now, there
21) is a big different there as you point out. Boston
22) has three road drivers; Burlington, VT has one road
23) driver, and Enfield, VT has what?
24) **MR. VIRTUE:** Ten, I believe.

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1) **MR. SCHMIDT:** I don't know. How many do
2) they have?
3) **MR. VIRTUE:** Ten.
4) **MR. LITTLE:** Right.
5) **MR. SCHMIDT:** So you're saying you're going
6) to protect them people up there to them numbers
7) under this change -
8) **MR. LITTLE:** Yes, sir.
9) **MR. SCHMIDT:** And you're also going to
10) protect the 384 in Carlisle under this change?
11) **MR. LITTLE:** Yes, sir, based on the current
12) level of business.
13) **MR. SCHMIDT:** And if you are going to
14) increase in those areas that are going to take
15) freight away from Carlisle, you're going to go
16) through another change, correct?
17) **MR. LITTLE:** Well, that will certainly be
18) true.
19) **MR. SCHMIDT:** Does that give you any
20) satisfaction?
21) **MR. GRIFFITH:** No.
22) **CHAIRMAN BUSALACCHI:** We said that already.
23) We said that already. Get your presentation into
24) the record.

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(1) MR. VIRTUE: I'm am trying to. Also on the
(2) Burlington, when I met with the company I requested
(3) to the mileages from different points in the ABF and
(4) Carolina systems that would affect the Carlisle, PA.
(5) The company told me they would not give me this
(6) information, and it's my position that we are at
(7) this change right now, they should have to submit
(8) this to me at this time, on the mileage from
(9) Burlington to Carlisle, Burlington to Camp Hill, and
(10) Burlington to York, PA. The contract is clear. If
(11) I feel that these runs are excessive length, they
(12) must apply by the contract and give me that
(13) information at the time of the change of operations
(14) being heard, i would like to have that information
(15) now.

(16) MR. SCHMIDT: Company, do you want to
(17) respond to the runs that he just designed and are
(18) they makeable in D.O.T. hours, is that your
(19) question?

(20) MR. LITTLE: Well, I don't have the
(21) mileages between those points. Apparently,
(22) according to Mr. Bell here, you have them. And if I
(23) may through the Chair, I'd like to ask the local
(24) union. Did you ever run from Carlisle to

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(1) Burlington?

(2) MR. VIRTUE: No. What the problem is, I
(3) have a grievance on that right now and we are trying
(4) to get that established that the run can be made
(5) from Carlisle to Burlington. The company told me
(6) they don't believe it can be.

(7) MR. LITTLE: With all due respect, if there
(8) is a grievance pending I don't believe this is the
(9) appropriate venue to vent your desires with regard
(10) to that grievance. In terms of the legitimacy of
(11) any run in terms of the DOT regulation and in terms
(12) of the practicability of operating that run, we
(13) either can or can't make the dispatch, and if we
(14) can't, we won't; if we can, we will.

(15) MR. GRIFFITH: Mr. Chairman, under the 8,6
(16) it says where the union raises the question is
(17) whether or not certain proposed runs of excessive
(18) length could be made, the employer must be prepared
(19) to submit objective evidence, including DOT,
(20) certification or logs, and state that such runs have
(21) been tested dollar and were made within the DOT
(22) hours of services and regulations. We requested
(23) that at the meeting, we requested it in writing, we
(24) have not gotten it, and we are requesting it now,

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(1) and they are telling us that they do not have it.

(2) MR. LITTLE: And your request is so noted
(3) and we will respond to your request prior to
(4) implementation of the change.

(5) MR. GRIFFITH: For the record, Mr.
(6) Chairman, that is a violation of 8,6 because it does
(7) not say prior to implementation. It says when the
(8) union asks for it they will give it to them.

(9) MR. FRANKE: All right. It's on the
(10) record.

(11) MR. VIRTUE: Okay. The next would be
(12) Cincinnati, 32 in the change. Exhibit 4 is a map of
(13) Cincinnati road operation on the head haul to the
(14) Carlisle, PA, and again, if you look at the map you
(15) will see points from Cincinnati to the east. What
(16) our problem with that is, we had the head haul, and
(17) the company even says the head haul will be changed.
(18) to run Cincinnati into Carlisle or Cincinnati into
(19) Camp Hill or east. It is our position because we
(20) had the head haul before that we should have a right
(21) to move drivers to Cincinnati.

(22) MR. FRANKE: It's on the record.

(23) MR. VIRTUE: I'd like to read into the
(24) record. (Reading.) At the present time Carlisle

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(1) runs the head haul to Cincinnati, Ohio, and when
(2) Cincinnati drivers come to Carlisle he then runs to
(3) Dayton and back to Cincinnati. And that is an issue
(4) I'd like to talk about because right now we have the
(5) head haul and we have bids into the Dayton and west,
(6) and we have numbers showing basically on overflow
(7) freight Cincinnati runs roughly 109 Cincinnati men
(8) with dispatch to Carlisle, 63 would send via through
(9) Dayton, 46 go straight back to Cincinnati. These
(10) numbers are an overflow, so the amount of bids that
(11) we have going to the west if you look at the bid
(12) structure again extra board are very high. What we
(13) are saying now with Cincinnati coming to Carlisle,
(14) they will now take the loads that we enjoy running
(15) to the west on bids and now we will sit home and
(16) wait while they run the Cincinnati men to Carlisle
(17) and back to Dayton. It is our position that we
(18) should have the right to move to Cincinnati.

(19) CHAIRMAN BUSALACCHI: It's on the record.
(20) Go on.

(21) MR. VIRTUE: Does the company -

(22) CHAIRMAN BUSALACCHI: No.

(23) MR. VIRTUE: Can I ask a question of the
(24) company? Does the company still contend that

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they'll protect my bids to the west?

AIRMAN BUSALACCHI: Oh, they've said that. We're going to hold their feet to the fire on that. They have to protect your board, period.

MR. LITTLE: That's right, but he bids, Mr. Chairman. We're not going to protect any bids to Cincinnati.

CHAIRMAN BUSALACCHI: No.

MR. VIRTUE: Oh, no. I'm talking about the bids to Dayton and West. I understand I wouldn't have bids but I would have the head haul.

MR. SCHMIDT: He's talking about when the Cincinnati guys come in and take the Dayton Freight out and he has work at the head haul in Dayton, he wants to know if his board's going to be moving?

MR. LITTLE: Mr. Chairman, I suppose that I must have fallen off a potato wagon at this meeting based on the questions that this local union is asking me considering our years of operation in Carlisle, and considering the fact it's most unusual that after two days of testimony from the unions that we now have a local union that is not involved in the Carolina acquisition to the extent of impact the ABF road domicile in Carlisle, and that

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operation from Carlisle to Dayton and continuing to Cincinnati is not predicated on where the load was going. It's predicated on where the dispatch is going, and that issue is paramount in the ABF road operation and has been for many, many years. These dispatches from Carolina to Cincinnati via Dayton, they are Cincinnati dispatches. They're not Dayton dispatches. And contrariwise if it's a dispatch to Dayton that ultimately ends in Dayton, it's a Dayton dispatch. If it's a dispatch from Carlisle to Cincinnati and it ultimately ends in Cincinnati it's a Cincinnati dispatch subject to via. And this local union understands that, this member understands that.

CHAIRMAN BUSALACCHI: I think I tried - I'll try to state it one more time. I think if the company is saying that they are going to protect the number of drivers that you have and they don't protect those drivers and you feel that they haven't done that, you have got the right to grieve and have that grievance brought through the channels in front of the Multi-Region Change Committee. And on all of these issues - and I've let all the local unions say exactly what they have to say - but on this

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(1) particular issue with your domicile, if they are
(2) violating you or they do violate you once this
(3) change is implemented, I'm sure, knowing Tom
(4) Griffith you, that you will grieve and you will
(5) bring that grievance up through the proper channels.
(6) If they are eliminating work in various lanes, then
(7) you will grieve that. And I understand you want to
(8) get it on the record, but I can't put it any plainer
(9) than that.

(10) Now, if you do want to get this on the
(11) record, let's get it on the record then let the
(12) grievances answer the questions. We'll let you get
(13) it on the record, and then if there are grievances
(14) later on, you can make references to the transcript
(15) and that you did get it on the record. Okay? I
(16) mean I'm trying to do the best I can for you here.

(17) **MR. VIRTUE:** I appreciate that. Next will
(18) be page 37, Dayton. Exhibit 5 is a map of Dayton,
(19) Ohio road operation I will go over with the panel.
(20) Again, I'd like to go over the Dayton that we do
(21) have the head haul to Dayton at this time, but if
(22) you look at the map they have given Dayton the head
(23) haul to Camp Hill, York, and Hazelton. Now,
(24) gentlemen, the Camp Hill has roughly, after this

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(1) change, will be 66 city or dock people working
(2) there. They are adding 44 doors - I don't know
(3) about after this change - but right now they are
(4) adding 44 doors on at Carlisle. They are going to
(5) move the freight from Camp Hill to Carlisle. Now,
(6) how can I have a head haul in Dayton that enjoyed
(7) for years and years, like he said, but yet they're
(8) going to bring freight from Dayton to Camp Hill that
(9) is nine miles away? I don't understand that, why I
(10) wouldn't have an option to move.

(11) **MR. FRANKE:** You're on the record.

(12) **CHAIRMAN BUSALACCHI:** Go on.

(13) **MR. VIRTUE:** Page 39 of the change, Exhibit
(14) 6 is a map of the road operation in Detroit,
(15) Michigan. Again I will show you Detroit, Michigan.
(16) If you go to Detroit, Michigan they are running into
(17) Lancaster, Camp Hill and York and Wheeling. Again,
(18) I enjoyed the bids to these points. They do not
(19) have any road drivers there from ABF. They're
(20) Carolina road drivers. How can they possibly take
(21) my head haul and now run into me?

(22) I will give you some of the mileages.
(23) Detroit, Michigan to Allentown, Plackard load, 551
(24) miles; Lancaster, Pennsylvania, 514 miles; York,

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(1) Pennsylvania, 504 miles; Reading, 535 miles. We
(2) might as well go over to Burlington. Burlington to
(3) Carlisle is 540 miles; Camp Hill is 534 miles;
(4) Lancaster is 527 miles; York is 557 miles. And if
(5) they go Plackard out of Cincinnati, they can't make
(6) it. It's 554 miles, 559 miles, and 542 miles to
(7) Reading.
(8) So that's why I requested all this
(9) information prior to the meeting when we met with
(10) Mr. Bell, and I also sent a letter requesting this
(11) information because these runs can't legally be made
(12) by DOT. Now, if they have the records, I have no
(13) problem. I have no problem with them running people
(14) Detroit to here, but it should be our people should
(15) have the right to follow that work up to Detroit.
(16) **CHAIRMAN BUSALACCHI:** All right, go on.
(17) **MR. VIRTUE:** Exhibit 7 will be page 42.
(18) Enfield, Connecticut. Exhibit 7 is a map of
(19) Enfield, CT that will go up with the panel. Again
(20) if you look at the map, the head haul that they will
(21) do again of the same areas that we service day in
(22) and day out at ABF. We service all them areas.
(23) Will the bids in the eastern and
(24) northeastern stay the same after this change? If

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(1) not, it is our position that the Carlisle road
(2) drivers should have the right to follow this work to
(3) Enfield, CT. Also if an Enfield, CT driver comes to
(4) Carlisle, they should not be permitted to work off
(5) the Carlisle road board as long as the Carlisle road
(6) driver is off rest. The reason I'm saying that is
(7) because that work that is done by the Carlisle ABF
(8) drivers are not having the option to follow the work
(9) to Enfield.
(10) Page 58, Orlando, Florida. I'd like to
(11) read this into the record. (Reading.) The Central
(12) Pennsylvania Supplement Agreement does not have any
(13) language on sleeper teams running over established
(14) relay operations. We are asking this panel to
(15) establish this in their decision on this change of
(16) operations. So basically what we are saying is our
(17) supplemental agreement does not have anything
(18) that -
(19) **CHAIRMAN BUSALACCHI:** Company, are you
(20) going to comply with the contract?
(21) **MR. LITTLE:** Yes, sir.
(22) **MR. VIRTUE:** We don't have anything in our
(23) contract.
(24) **CHAIRMAN BUSALACCHI:** There's nothing in

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(1) your contract on sleepers?
(2) **MR. VIRTUE:** Not on teams, no, and what
(3) we're saying is that they could actually run over
(4) our established relay.
(5) **MR. FRANKE:** Is that your intention?
(6) **MR. LITTLE:** My intentions are outlined in
(7) the Orlando section of the proposed change of
(8) operations with respect to relay teams. They run to
(9) the Philadelphia and they come back out of
(10) Philadelphia back to Orlando.
(11) **CHAIRMAN BUSALACCHI:** So you have
(12) intentions of running them over their relay?
(13) **MR. LITTLE:** Correct.
(14) **CHAIRMAN BUSALACCHI:** That's on the record.
(15) **MR. VIRTUE:** Can I ask one question on
(16) this? So in other words, what he's basically is -
(17) because like I say, I'm a little slow - that if
(18) they go off them lanes and run into our established
(19) relay operation that would be a grievance under -
(20) **CHAIRMAN BUSALACCHI:** Absolutely.
(21) **MR. VIRTUE:** Thank you. Page 60, Exhibit 8
(22) is a map of Philadelphia road operation that I will
(23) go over with the panel. Again if you look at the
(24) map you can see Philadelphia the points they are

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(1) running from Philadelphia again is the exact same
(2) points that are being run by the ABF road drivers
(3) today. At the present time Carlisle runs all loads
(4) from the west to the east and from the south to the
(5) east on lay bids and fast turns or by the extra
(6) board drivers. With the opening of the Philadelphia
(7) road operation, they will run the south loads to
(8) some of the New England States and the New York
(9) States and the New Jersey and Enfield, Connecticut.
(10) The west loads will be relayed to the Youngstown and
(11) points west. All this work is done by the Carlisle
(12) road drivers at the present time.
(13) The question is will the bids to the west,
(14) to the east on lay downs and fast turn bids stay the
(15) same as they are today after this change, and if so,
(16) it is our position that the Carlisle road drivers
(17) have the right to follow the work to Philadelphia.
(18) Also, if any Philadelphia drivers come to Carlisle,
(19) they should not be permitted to work off the
(20) Carlisle road board as long as the Carlisle road
(21) drivers is off rest.
(22) **CHAIRMAN BUSALACCHI:** It's on the records,
(23) Danny.
(24) **MR. VIRTUE:** Page 62, Rocky Mount. Exhibit

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map of the road operation out of Rocky Mount.
Again, if you look at the map, and I hate to
keep on stating it, but you can see if you just
start putting these maps together the amount of work
that we do now and how much work is going to be done
by other road domiciles that we are not going to
have the option to move to.

At the present time Carlisle road drivers
bids to Rocky Mount and south. Will that stay the
same after this change? The question is supposed to
say to the company. If not it is our position that
the Carlisle road drivers should have the right to
following their work to Rocky Mount.

CHAIRMAN BUSALACCHI: Go on.

MR. VIRTUE: Page 69, Exhibit 10 is a map
of Winston-Salem. North Carolina road operation I
will go over with the panel. Again if you look at
the road operation, the areas that they will be
going to, again it's an area that we have bids to
and service right now every day out of the Carlisle
ABF road run. At the present time Carlisle road
drivers bid with Wytheville, VA and points to the
north and meet with the Asheville drivers at
Youngstown, MD with loads from East and parts of the

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country. With the Winston-Salem road operation they
will now have the head haul to some of the terminals
that are now run by Carlisle road drivers. Will
this change the bids that we have today to the south
and if so it's our position that the Carlisle road
drivers would have the right to follow work to
Winston-Salem.

CHAIRMAN BUSALACCHI: Go on.

MR. VIRTUE: 71 is the key to the whole
operation. Exhibit 12 is a map of the Youngstown,
Ohio road operation. At the present time Carlisle
has the head haul to the West and East. With the
Youngstown road operation in the ABF system, will
that change our East and West lay bids and fast turn
bids to Carlisle? I'd like to stop right there and
have them answer that.

MR. LITTLE: We've answered it earlier in
the record regarding the bids and to the extent that
the bids would suit the new operation - or the
revised operation in Carlisle, they will be
maintained.

MR. VIRTUE: I'd like to give you a little
overview on this, what I feel is going to be done.

MR. FRANKE: You know, we've heard

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(1) throughout this change that the Carolina people
(2) would like some protection under this change also,
(3) and some of freight is coming from Carolina. I
(4) assume you understand that.

(5) MR. VIRTUE: Oh, I understand all that. I
(6) understand what I do now.

(7) MR. FRANKE: And the company has pointed
(8) out that they're going to do their best to take care
(9) of those people too. So I think they have some
(10) rights in this change.

(11) CHAIRMAN BUSALACCHI: Go on, Dan.

(12) MR. VIRTUE: First of all, number one, if
(13) you take all the maps and put them together and look
(14) at them maps, you will see basically what's going to
(15) happen. Number one today, Dayton turns all freight
(16) into Chicago. That will no longer happen because
(17) why would you turn Dayton into Chicago and then have
(18) Harrisburg come to Dayton get the freight to go to
(19) New England when they can triple it up along the
(20) triple lanes, triple it up, bring it into
(21) Youngstown, and run it straight across into New
(22) England or meet with Enfield. It will wipe out
(23) basically Dayton's relay, and when they're done with
(24) mine I will have nothing left because Philadelphia

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(1) serviced all the metro area. Now, all that freight
(2) comes back in, they run it straight, straight from
(3) Philadelphia into Youngstown, Youngstown triples it
(4) up, and brings it into Chicago.

(5) Now, if you can't see that in this overlay,
(6) someone is blind. And I have no problem with him
(7) doing that because it makes sense, but don't come
(8) here and say that none of my people should have a
(9) right to move to these domiciles.

(10) CHAIRMAN BUSALACCHI: If they do that,
(11) Danny -

(12) MR. VIRTUE: They're going to do it.

(13) CHAIRMAN BUSALACCHI: Well, wait a minute.
(14) If they do do that and your people have not been
(15) protected, this company is pretty knowledgeable on
(16) the contract and what could happen under that
(17) situation. Now, they're going to have to protect
(18) your people. I think we've said that time and time
(19) again. If that doesn't happen and you turn out to
(20) be a profit on this thing, then they're going to be
(21) back in front of this committee with one hell of a
(22) pay claim. There's going to be a real problem with
(23) it, Danny.

(24) MR. VIRTUE: Also if you look at the South

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[1] freight, the same thing can happen to the South
[2] freight that's coming from New England now. It
[3] comes into Camp Hill. It will no longer do that -
[4] or go into Philadelphia and be meet and turned with
[5] either Winston and then to the south, and they'll
[6] have the teams come up and get the same amount of
[7] freight into Florida. They'll be crazy if they
[8] don't. I'd like to ask the company is that their
[9] plan to do that?

[10] MR. LITTLE: Our plans are described in the
[11] change of operations proposal with respect to the
[12] domiciles designated and which you have carefully
[13] enumerated with respect to their relationships to
[14] Carlisle.

[15] CHAIRMAN BUSALACCHI: You know, Article 8,
[16] Section 6, which is really what we're talking about
[17] here, has been tested many, many times, and if you
[18] think that Harrisburg is the first location to ever
[19] test it, you're wrong. It has been tested many,
[20] many times, and if they do as you're saying that
[21] they're going to do, they're going to have a
[22] problem.

[23] I mean Mr. Little would know that
[24] operationally if they're going to make attempts to

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[1] this, I mean I certainly don't want to see the
[2] grievance come back in front of this committee,
[3] Danny, and say, "Well, you know, Danny was right.
[4] He was right." That's why I've let you put all this
[5] information in. But if they do do it and not
[6] protect the people, I mean, they would be crazy. I
[7] wouldn't see any point in them doing it. Why would
[8] they want to do that?

[9] MR. VIRTUE: One question. Tonight when
[10] you're all done and you get on your plane to go
[11] home -

[12] CHAIRMAN BUSALACCHI: I'm not going to get
[13] on a plane tonight, guarantee you that much.

[14] MR. VIRTUE: Well, I'm just saying, you
[15] look at that map, and they say it right in their
[16] change. It gives the head haul that way. Look at
[17] the change. It there. It's all lined up. It's
[18] lined up to do it that way.

[19] CHAIRMAN BUSALACCHI: If they are going to
[20] make the significant numbers of changes that you say
[21] they are going to make, they are going to have to
[22] propose another change because they can't hear a
[23] change and have a change within the change because
[24] there's a lot of companies out there that have tried

[1] to do that and have been stopped.

[2] MR. FRANKE: They have got to protect your
[3] people.

[4] CHAIRMAN BUSALACCHI: Go on.

[5] MR. VIRTUE: Can I have two minutes,
[6] please?

[7] CHAIRMAN BUSALACCHI: Go ahead.

[8] MR. VIRTUE: The only other thing I'd like
[9] to ask of the company is any that any new mileages
[10] or anything that's going to be run that they submit
[11] to the local union under the Central Pennsylvania
[12] Supplement Agreement. They should submit that so we
[13] can get them run and get them known. Will the
[14] company comply?

[15] MR. LITTLE: We'll do the best we can.

[16] MR. VIRTUE: At least you could have said
[17] you will comply by the contract. That's 15 days.

[18] CHAIRMAN BUSALACCHI: Anything else?

[19] MR. GRIFFITH: Frank, I'd just like to sum
[20] this thing up, and basically what I see in this
[21] change is ABF has proposed that there would be no
[22] change in the present road operation in Carlisle,
[23] but yet back in their change when those ones that we
[24] just presented there is definitely a reversal of the

[1] head haul, and what's got us confused is they got
[2] head hauls out of two locations. They got a head
[3] haul out of Carlisle to these places and they have a
[4] head haul coming in, and they use Camp Hill, which
[5] they will via through Carlisle. And you know the
[6] man in motion stays in motion.

[7] The other thing I want to define is I know
[8] it's nice to say they will be protected. We have
[9] never had language in the supplemental agreement for
[10] protection because we have always focused on the
[11] mother terminal feeding out, and now we have just
[12] the opposite where they are feeding into the mother
[13] terminal, and that has never been an issue before
[14] because we have never had that type of operation.

[15] So it's nice to say there is protection,
[16] but I still haven't heard what kind of protection
[17] we're going to get. I mean are we protected if we
[18] don't get laid off? Our position is that whatever
[19] the four week average earning is for every road
[20] driver in Carlisle must be maintained after this
[21] change. If we don't, that's the monetary claim.
[22] That's the only protection I can feel. If they're
[23] running this down, they got a four week average
[24] earning of what they have now, and that average

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...arning drops per individual after this change, then
...ey are not protecting those road drivers because
[3] you know what the contract says about 25 percent of
[4] the board and 700 for a layoff. That would be a
[5] dramatic decrease in earnings for these road
[6] drivers, and that's what I am saying about its nice
[7] to say you're protected, but if there's no language
[8] to say what that protection is -

[9] CHAIRMAN BUSALACCHI: All I was trying to
[10] say, Tom - and I'm not trying to make light of what
[11] you're saying here because I got a couple of old
[12] friends that sit on that Road Board there - but
[13] what I've been trying to tell you is that even
[14] though it's not spelled out, the decisions of this
[15] committee are probably as powerful as we have in the
[16] contract, and we will apply those decisions to what
[17] happens here.

[18] Now, I let Danny get the information in,
[19] and I hope that puts your mind at ease, but if this
[20] company is going to impact that board based on what
[21] Danny has put here, we've got extensive testimony
[22] that is not going to be in this company's favor, and
[23] this Change Committee is going to have jurisdiction
...er those claims

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[1] MR. GRIFFITH: I appreciate that, Frank,
[2] but we just never had that situation happen on the
[3] protection, and that's why it's a little new to me.

[4] CHAIRMAN BUSALACCHI: All right.

[5] MR. VIRTUE: We got to catch our flight.
[6] See you later.

[7] CHAIRMAN BUSALACCHI: Okay. 822? Danny
[8] has a statement from 992.

[9] MR. HALEY: My name is Bill Haley. I am
[10] the business agent and Secretary-Treasurer for
[11] Teamsters Local 822, Norfolk, Virginia. I won't
[12] bore you with a lot of boring details. Most
[13] everything that I have to say has already been said.
[14] I just have a couple of notations. One is in the
[15] exhibit package there you will notice that I have
[16] both seniority lists from Carolina Freight in
[17] Norfolk and ABF, and I take exception with ABF's
[18] seniority list that they had in their book. It
[19] called for 15, and as you will notice on this
...eniority list of August the 14th, 1995 there were
... only 13 on their seniority board, and I got this
[22] from their steward.

[23] MR. SCHMIDT: What town are we talking
[24] about?

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[1] MR. HALEY: Norfolk.

[2] MR. SCHMIDT: No. in the change what town
[3] are we talking about?

[4] MR. HALEY: Chesapeake and Virginia Beach,
[5] Norfolk, Virginia.

[6] CHAIRMAN BUSALACCHI: Part of the Change
[7] Committee's decision in this change of operations is
[8] that we get ABF a new calculator.

[9] MR. HALEY: Thank you.

[10] MR. LITTLE: I need that after all that
[11] mileage discussion.

[12] MR. HALEY: Looking at Exhibit 6, Danny, on
[13] my exhibits. That basically tells the story.

[14] MR. SCHMIDT: Okay.

[15] MR. HALEY: The only other objection I have
[16] in the numbers is the required amount of number of
[17] people that's going to be required to man that
[18] facility. ABF is very adamant about the fact that
[19] it's going to be 22. If you compile numbers off of
[20] my Exhibit 6 you will notice I have 28 back there.
[21] I would respectfully request that the committee take
[22] that number 28 into account and under advisement.

[23] And that basically wraps it up other than
[24] the one bottom line is at the bottom of my brief,

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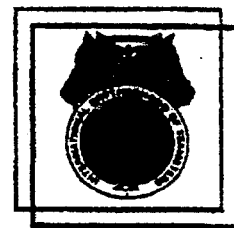
[1] which the rest of it is pretty much self-
[2] explanatory - and I have given the reporter a copy
[3] of it for the record. The bottom line is a new ABF
[4] seniority list with 28 names should be applied here,
[5] a combined inactive list of the remaining employees
[6] to be used at and recalled in order and to be
[7] dovetailed. We are requesting Article 5, Section 2
[8] dovetail and the restricted use of casuals until the
[9] inactive list has been exhausted. And that
[10] finalizes mine. Thank you.

[11] CHAIRMAN BUSALACCHI: Thank you. 992,
[12] Danny?

[13] MR. SCHMIDT: 992's position is as follows:
[14] This is to advise that Local 992 has no objections
[15] to the change of operations as proposed by ABF
[16] Freight Systems. 992 has seven members employed at
[17] ABF and none employed at Carolina Freight or Red
[18] Arrow Freight. The seven ABF members are still
[19] required per the proposed change of operations. For
[20] us there is no proposed impact or change in our
[21] jurisdiction.

[22] In view of the above, Local 992 will not
[23] send a representative to the Multi-Change Committee
[24] to be held in Rosemont, Illinois on September 14 and

INTERNATIONAL
BROTHERHOOD OF TEAMSTERS
AFL-CIO



January 7, 1999

TO: All Freight Local Unions

RE: Fourth Circuit Decision in the ABF/Carolina Litigation

Dear Sisters and Brothers:

On December 29, 1998, the Fourth Circuit Court of Appeals issued its decision in the ABF/Carolina litigation, affirming the district court's dismissal of the Plaintiffs' claims that the Union and ABF wrongfully dovetailed, rather than entailed, the ABF, Carolina and Red Arrow seniority lists. A copy of the decision is enclosed.

The ABF litigation arose following the September 1995 decision of the Multi-Region Change of Operations Committee to dovetail the seniority of the ABF Freight System, Carolina Freight Carriers and Red Arrow employees after the companies were merged. Five separate lawsuits were filed by former ABF employees contending that the IBT breached its duty of fair representation and ABF violated the contract by agreeing to a dovetail and not an endtail. The five cases were consolidated in the U.S. District Court in Baltimore, Maryland under the name *Harry Gorge, et al. v. Ron Carey, Dennis Skelton, IBT and Local 557*.

In its decision, the Fourth Circuit noted that the NMFA endorses the dovetail of seniority lists when employers' operations are combined and further noted that the Change of Operations Committee has broad discretion to resolve the seniority application. The Court held that the language in the Master portion of the NMFA supercedes any conflicting language in Supplemental Agreements regarding the dovetail of seniority lists when employer operations are consolidated. The Fourth Circuit stated that the dovetailing of seniority is an equitable means of resolving the conflicting seniority interests of a group of employees in merger or absorption cases.

The Fourth Circuit's decision should finally bring an end to this seniority dispute.

Fraternally yours,

Richard W. Nelson

Richard W. Nelson
National Freight Director

RWN:jmr

Teamsters Local 512

Enclosure

JAN 12 1999

Exhibit (5)

Where a collective bargaining agreement "covers a group or several groups of employees, the sole inquiry should be whether, under all the circumstances, the union has considered the interests of all whom it represents." Ekas, 602 F.2d at 667. Faced with a conflict among own members, Local 557's neutral position was a reasonable one.

III.

For the foregoing reasons, we affirm the judgment of the district court.

AFFIRMED

Source: All Sources : States Legal - U.S. : Maryland : MD Federal and State Cases

Terms: gorge, et al. v. ron carey (Edit Search)

View: Full

Date/Time: Tuesday, October 19, 1999 - 7:54 PM EDT

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operations Committee has final and binding authority to approve the consolidation plan, id. art. 5, § 2(b), art. 8, § 6(a), (d), and has the discretion to tailor the consolidation plan to the circumstances before it, id. art. 8, § 6(g).

Given this express endorsement of dovetailing and this broad grant of discretion to the Committee, nothing in the IBT's conduct was "arbitrary, discriminatory, or in bad faith." *Vaca v. Sipes*, 386 U.S. 171, 190, 17 L. Ed. 2d 842, 87 S. Ct. 903 (1967). Dovetailing "is a familiar and frequently equitable solution to the inevitably conflicting interests which arise in the wake of a merger or an absorption such as occurred here." *Humphrey v. Moore*, 375 U.S. 335, 347, 11 L. Ed. 2d 370, 84 S. Ct. 363 (1964); see also *Ekas v. Carling Nat'l Breweries, Inc.*, 602 F.2d 664, 667-68 (4th Cir. 1979). The IBT was therefore not unreasonable in sanctioning a dovetail of the consolidated workforce. Moreover, even assuming that they are subject to the same duties as the IBT, the Committee and its union members likewise acted reasonably. n2

-----Footnotes-----

n2 Although plaintiffs contend that the IBT violated its own constitution by allegedly ignoring the area supplements, the district court correctly dismissed this argument as without merit. First, the union's constitution does not affect the terms of this collective bargaining agreement. Second, as the district court found, the specific provision cited by the plaintiffs does not even apply to the seniority questions at issue in this case.

Dist Ct. 5
Reasons

Plaintiffs additionally argue that the Change of Operations Committee's grievance procedure violated the union's duty of fair representation. Again assuming arguendo that the Committee is subject to this duty, its actions were reasonable. The Committee met, considered one grievance fully, and denied it and all similar grievances. As the district court found, this procedure was simply not "so far outside a wide range of reasonableness as to be irrational." *Air Line Pilots Ass'n, Int'l v. O'Neill*, 499 U.S. 65, 67, 113 L. Ed. 2d 51, 111 S. Ct. 1127 (1991) (internal quotation marks omitted); see also *Marquez v. Screen Actors Guild, Inc.*, 142 L. Ed. 2d 242, 119 S. Ct. 292, 300 (1998).

-----End Footnotes----- [*9]

Furthermore, as the district court found, the consolidation of the trucking companies was the result of the merger of ABF, Carolina Freight, and Red Arrow, not the result of an acquisition. The dovetail was therefore consistent even with the area supplements as interpreted by the plaintiffs and was not arbitrary.

B.

The resolution of plaintiffs' other claims flows directly from this discussion of their claims against the IBT. As to ABF, there was no breach of the collective bargaining agreement. As the district court noted, the company's adherence to the final decision of the Committee was not itself a breach. Moreover, ABF had no independent duty to deadlock the Change of Operations Committee to achieve a particular outcome.

As to the IBT officers, the district court appropriately found first, that they are not liable under the LMRA for money damages, see 29 U.S.C. § 185(b); *Complete Auto Transit, Inc. v. Reis*, 451 U.S. 401, 415-17, 68 L. Ed. 2d 248, 101 S. Ct. 1836 (1981), and second, that no equitable relief would be effective or appropriate in these circumstances.

Finally, it was not arbitrary for Local 557 to decline to insist on an endtail. Not only does the contract [*10] expressly authorize a dovetail, there is also no evidence that a different approach on the part of Local 557 would have changed the decision of the Committee.

Local 557 represented employees of both ABF and Carolina Freight, and thus had members who favored each plan. Local 557 handled this dilemma by declining to take a position, stating instead that "the issue of the endtail or the dovetail remains within the confines of the committee and we know your decision will be a fair one." Local 557's president also quoted language from his region's area supplement suggesting that [*5] a dovetail should apply in the case of a merger and an endtail should apply in the case of an acquisition.

After the hearings and several days of negotiations, on September 19, 1995, the Committee approved a uniform dovetail of all employees. The companies approved articles of merger, and ABF began operating using the dovetailed seniority lists. The consolidated company closed several terminals and laid off a number of employees.

After the merger several individuals, including Harry **Gorge**, a member of Local 557 and an ABF employee, filed unfair labor practice charges against ABF and IBT with the National Labor Relations Board (NLRB). The NLRB dismissed these claims.

The ABF employees also challenged the dovetail in grievances with the Committee. Upon consideration of one of the grievances the Committee declared that the September 19 decision was final and binding. The Committee denied that grievance and those of all similarly situated union members.

In February 1996 **Gorge** presented a grievance to a union-management committee for the Maryland/D.C. region. This committee determined that it lacked jurisdiction to review decisions of the Change of Operations Committee and dismissed [*6] the grievance.

Gorge and other members of Local 557 then filed suit against IBT, Local 557, ABF, and two IBT officers -- its president and vice-president, Ronald **Carey** and Dennis Skelton -- in the United States District Court for the District of Maryland. **Gorge** charged that ABF broke its collective bargaining agreement and that the IBT, its officers, and Local 557 violated their duty of fair representation under section 301 of the Labor Management Relations Act, 29 U.S.C. § 185 (LMRA). **Gorge** sought back pay, money damages, and the imposition of an endtail. The Judicial Panel on Multi-district Litigation transferred four similar suits to the District of Maryland, and the cases were consolidated. After discovery the district court found for all defendants on cross-motions for summary judgment.

II.

Our review of the briefs and our consideration of the arguments of the parties have revealed that this appeal is without merit. Accordingly, we affirm the judgment of the district court for the reasons stated in that court's thorough opinion.

A.

With regard to the claims against the IBT, plaintiffs' principal argument is that the ABF consolidation was an acquisition, and that the area [*7] supplements therefore required an endtail of the seniority lists of the combining companies. In light of the language of the NMFA and its area supplements, however, the IBT's actions were reasonable.

The "Supplemental Agreements are subject to and controlled by the terms of this Master Agreement." NMFA art. 2, § 2(a); see also, e.g., Md.-D.C. Supp. Agreement, preamble ("[The] Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two . . ."). The master agreement expressly authorizes a dovetail regardless of "whether the transaction is called a merger, purchase, acquisition, sale, etc." NMFA art. 5, § 2(a), (c). Moreover, when freight terminals are combined the Change of

RULES

PER CURIAM:

Trucking company employees, laid off or reduced in seniority as a result of a merger, sued their employer, their local union, and the International Brotherhood of Teamsters (IBT) and its officers. The employees charged that the method for calculating seniority in the merged corporation violated [*2] their collective bargaining agreement, and that the IBT, its officers, and its locals breached their duty of fair representation. The district court held that the seniority calculation was not inconsistent with the collective bargaining agreement and that the union's actions were not arbitrary. The court therefore granted summary judgment to all defendants on all of the employees' claims. We affirm.

Holdin
✓

I.

In the summer of 1995 Arkansas Best Corporation (ABC), corporate parent of Arkansas Best Freight System, Inc. (ABF), purchased the stock of Worldway Corporation, the parent of Carolina Freight Carriers Corporation and Red Arrow Freight Lines. ABC acquired Worldway's stock through a subsidiary and then merged Carolina Freight and Red Arrow into ABF. ABF, Carolina Freight, and Red Arrow were unionized trucking companies with a total of over 16,000 employees and 500 freight terminals in overlapping regions throughout the United States. With the merger, ABF intended to close several terminals and to lay off a number of workers.

The employees of the three companies were members of local unions affiliated with the IBT. The IBT local unions and ABF, Red Arrow, and Carolina Freight were each [*3] signatories to the National Master Freight Agreement (NMFA), a collective bargaining agreement covering over 100,000 Teamsters in the trucking industry. The NMFA consists of thirty-nine master articles and a number of area supplemental agreements covering particular geographic regions.

The NMFA requires employers who combine their operations to obtain the approval of a Change of Operations Committee (the Committee) made up of an equal number of union and employer representatives. Consistent with this requirement, on September 14 and 15, 1995, ABF and the union convened a Committee and held hearings to consider the consolidation plan for the proposed merger. Approximately 160 local unions participated in the hearings.

Among the issues the Committee considered, and the primary issue in this case, was the seniority treatment of the consolidated workforce.ⁿ¹ ABF and the union supported different plans. ABF suggested a hybrid plan designed to protect the jobs of current ABF employees. The plan proposed to dovetail only those Carolina Freight and Red Arrow employees into the ABF seniority list that were needed to do the additional work of the combined entity, while the remaining Carolina [*4] Freight and Red Arrow employees would be endtailed. The IBT, on the other hand, claimed that a straight dovetail would be fairest to all of its members. The local unions were split -- some supported a dovetail and some supported an endtail.

Iss

-----Footnotes-----

ⁿ¹ Two general methods are used for calculating employee seniority after a consolidation: a "dovetail," in which the seniority lists of the combining companies are merged and each employee's seniority is determined by his actual date of hire; and an "endtail," in which the seniority list of one company is tacked onto the end of the seniority list of the other.

Definit

-----End Footnotes-----

DOUGHERTY; DANIEL E. ZIOLKOWSKI; DAVID J. LEINBACK; THOMAS G. ROSKO; WILLIAM F. GATLING; PETER L. DONOVAN; PAUL A. DOUGLAS; EARL SHOOP; MARYTE WYE; ROBERT HELTEBRIDLE; KENNETH SMITH; WILLIAM TORELLA; CHARLES HERSH; RAY SPAGUE; DAVID HERBER; KENNETH SHUE; HAROLD KOCH; GORDON L. WAGNER; WILLIAM WHITE; HAROLD LYNN; LESTER MILLER; DALE FLOYD; STEPHEN HOBDAV; DAVE LAUDENSLAGER; ROBERT AUKAMP; LYNN KIMBLE; ROBERT SHERICK; DONALD NEIDERMYER; KENNETH SCHELLHAMER; PAUL AMBROSE, JR.; JESSE E. DIXON; RICHARD J. BACHMAN; WILLIAM KELLY; RICHARD LICHTENWALNER; SIDNEY M. GERMAN; RICHARD MOSER; LARRY HALLMAN; DENNIS WANAMAKER; TERRY SILFIES; JOE MUDLOCK; BOB MAKARAVAGI, Plaintiffs-Appellants, v. RONALD CAREY, General President of the International Brotherhood of Teamsters; DENNIS SKELTON, Vice-President of the International Brotherhood of Teamsters; INTERNATIONAL BROTHERHOOD OF TEAMSTERS; LOCAL 557, INTERNATIONAL BROTHERHOOD OF TEAMSTERS; ABF FREIGHT SYSTEM, INCORPORATED, Defendants-Appellees.

No. 98-1022

UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

1998 U.S. App. LEXIS 32556

October 28, 1998, Argued
December 29, 1998, Decided

NOTICE: [*1] RULES OF THE FOURTH CIRCUIT COURT OF APPEALS MAY LIMIT CITATION TO UNPUBLISHED OPINIONS. PLEASE REFER TO THE RULES OF THE UNITED STATES COURT OF APPEALS FOR THIS CIRCUIT.

SUBSEQUENT HISTORY: Reported in Table Case Format at: 1998 U.S. App. LEXIS 37632.

PRIOR HISTORY: Appeal from the United States District Court for the District of Maryland, at Baltimore. Alexander Harvey II, Senior District Judge. (CA-96-813-H, CA-96-1120).

DISPOSITION: AFFIRMED.

CORE TERMS: seniority, freight, dovetail, merger, grievance, collective bargaining agreement, endtail, consolidation, consolidated, acquisition, trucking, terminals, duty of fair representation, duty, region, merged, summary judgment, dovetailing, workforce, calculating, combining, covering, combined, stock

COUNSEL: ARGUED: Joseph Schiffer Kaufman, SCHULMAN & KAUFMAN, L.L.C., Baltimore, Maryland, for Appellants.

James Arthur McCall, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, Washington, D.C.; Joseph Edward Santucci, Jr., MORGAN, LEWIS & BOCKIUS, L.L.P., Washington, D.C., for Appellees.

ON BRIEF: Steven K. Hoffman, JAMES & HOFFMAN, P.C., Washington, D.C.; Alissa A. Horvitz, Lisa J. Gitnik, MORGAN, LEWIS & BOCKIUS, L.L.P., Washington, D.C., for Appellees.

JUDGES: Before WILKINSON, Chief Judge, and LUTTIG and MOTZ, Circuit Judges.

OPINION: OPINION

Local Union 375; WAYNE MILLER, Local Union 375; MAURICE DONINI; MIKE MOGAVERO, Local Union 375; EDWARD ALEXANDROVICH; JOSEPH JOHNSON; ROLAND DUQUETTE; LARRY NOONAN, Local Union 375; LEE PELCZNSKI, Local Union 375; RICHARD KUPSELATIS; DARYL LEJEUNE; TOM PHILLIPS, Local Union 375; ROCCO NOTARANGELO; DON PIATEK, Local Union 375; PAUL STARON; PETER STARON; SAM PINTO, Local Union 375; WILLIAM RITCHIE; PETE SCHREIBER, Local Union 375; ROBERT MCLEOD; ROBERT SMITH; SAM SCIUMECA, Local Union 375; BOB SLIWANSKI, Local Union 375; AL CLARKSON; TOM TEREBEEL; GEORGE URBINO, Local Union 375; RAY YAW, Local Union 375; TERRY MCALLISTER; BILL SEIFER; ARNOLD BUTTON, Local Union 649; FRANCIS MULCAHEY; JIM HUNTER, Local Union 649; MARK MULCAHEY; EUGENE LAWRENCE, Local Union 649; TOM FORDHAM; DOUG LENT, Local Union 649; JEFF PIERCE, Local Union 649; HOBAN SANFORD; CRAWFORD CAREY; DAVE RACKETT, Local Union 649; JOHN HOPKINS; JOHN B. HART; BOB WAKEMAN, Local Union 649; MIKE HINES; JACK ALVERSON, Local Union 317; WALTER C. ALGER, JR., Local Union 317; STEVE KINDLE; JOSEPH FERENZI; RONALD J. BARNES, Local Union 317; RAY DEMARTNO; ALBERT D. BUSH, Local Union 317; JOHN DEPOTO; ANDREW MONTGOMERY; ROGER W. COSTANZO, Local Union 317; RAY W. COLE, Local Union 317; JOSEPH M. HART; JAMES OBEREMBT; DAVID R. FARRANCE, SR., Local Union 317; LEO FULLER, Local Union 317; TERRY D. GEBMAN, Local Union 317; TED LAND; JAMES GEORGES, Local Union 317; EDWARD M. HENRY, Local Union 317; CHARLES B. HLADUN, Local Union 317; JOSEPH M. LAGUZZA, Local Union 317; THOMAS G. LARMON, JR., Local Union 317; DONALD G. PALMER, Local Union 317; CARLOS J. VENTURA; TIMOTHY H. REED, Local Union 317; WILLIAM ARIAS; TOMASZ BOCHENSKI; GREGORZ BOCHENSKI; DARIUSZ DUDKIEWICZ; KEN EGAN; JOSEPH A. CAPUTO, JR.; THOMAS P. CIAPPPIO; TONY KULISH; JIM LEDWITH; THOMAS MCGINLEY; MAUREEN MCLELLAN; ANGELA MELIBRUDA; LEE R. NUTT; JOE PENA; LAWRENCE RYAN; CHARLES A. SOJKA; JAME TRACEY; LORRAINE VENDOLA; WAYNE WEBB; GEORGE A. WOODS; GEORGE BRODBECK; DAVID FABIAN; BLACEY FARINA; GEORGE FIELD; HAROLD SAYNE; ROBERT VOLMAR; ROBERT BLANCHARD; WILLIAM DASKING; THOMAS DONOHUE; DONALD FALCO; CHARLES GRANT; GEORGE KNEER; ALFRED LAURIE; GERRY LEMORE; FRANK PACE; MICHAEL PAWLUKOWICZ; STANLEY ULIKOWSKI; MARTIN WALTERS; FRANK YAGER; JOHN YAPREM; ROBERTA BLOZEN; DANIEL BOYLE; MIKE BYRNES; CHRIS CALABRESE; FRANK DELUCA; WILLIAM EPPS; GREG GIROUX; FRANK GROELING; HAROLD HANSON; ALLAN B. JACOBSON; AUGUST KLEIN; JOHN E. LEWIS; PAUL MISERENDINO; MARTY O'NEILL; HENRY A. PELUSO; JOHN TOLERICO; HERBERT VROEGINDAY; ALLARD ATTMAN; RICHARD COLACICCO; RUDOLPH A. ELMQUIST; MICHAEL FARRELLY; JAMES B. FINAN; GLENN A. GERBOUNKIA; GLENN GRAHAM; RICHARD HINTERSTEIN; EVAN HUGHES; JOHN KOCIBAN; MIKE LEWIS; JOHN S. MANDELA; PETER J. MORRISON; WILLIAM MURPHY; FRANK G. PAHEGHI; WILLIAM K. PARKER; WALTER S. PRZYBYLSKI; FRED QUARTUCCIO; MARK REED; JOSEPH G. STABILE; ANDREW E. STOLTZ; JOHN F. TIEDMANN; WILLIAM VOLK; GORDON WRIGHT; MIKE YAWKOWSKI; CATHY ESSIG; JAMES J. FLESCH; DAVID FRYER; ROBERT D. GROSINSKI; RONALD A. KRSTOFLAK; PETER MICELI; JOSEPH MOTA; RICHARD MURRAY; ROSE ANN MUSTACHIO; PHILIP V. PECORA; TONY PERROLI; THOMAS ROY; JAMES SINATRA; DONNA ZURITA; CHARLES D'ANGELO; DANIEL A. DELISA; STEPHEN GIBKI; ANTHONY J. GIGLIO; GEORGE HYDE; LINDA KELLY; JOHN A. KOCH; JAMES T. MCDYER; JAMES P. MEDLEY; PETER M. OZELAS, JR.; PERCY PETERMAN; ROBERT PHILLIPS; KEVIN PISCAL; EDWIN L. TERON; LUDWIG THEN; THOMAS P. BORCHERT; KENNETH EGAN; STEPHEN JOHN FINAN; JAMES KUHL; ANTHONY F. KURC; JOHN MARIANI; ROBERT W. SOEHL; GEORGE M. TERNINKO; KENNETH ZASTOCKI; FRANCIS FARRELL; WILLIAM REILLY; KEVIN RYDER; STUART NEEDLEMAN; DANIEL FEENEY; PAUL BENOIT; HERBERT MCALLISTER; MICHAEL ALLEN; RAYMOND MAKST; GARY CORMIER; CARL DOUGHERTY; BILL MOORE; TOM BERNIER; TIMOTHY NILE; ART VEZINA; HARRY CLARK; ALEX F. KLEINER; JAMES J. LINDNER; WILLIAM H. COBB; MICHAEL BERNARD; WILLIAM F. MYCHAYLEW; CLYDE P. BEST; JOHN DOWSE; CHARLES J. HUNTER; JOSEPH W. VELEHOSKI; WILLARD T. MURRAY; THOMAS PRENDERGAST; DENNIS B. ZURAWSKI; WALTER SHEDLOCK; MICHAEL F. MURNIN; ROY L. FOLLWEILER; WALLACE D. WETHERHOLD; LEE A. MENGEL; LEE H. SCHAPPEL; DENNIS A.

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1998 U.S. App. LEXIS 32556, *

HARRY GORGE; DANIEL WILLIAMS; THOMAS JONES; BILLY KNEE; GEORGE MINOR; KENNETH MOORE; GEORGE BLOOM; RONALD WOMICK; EMANUEL ZIEGLER; JAMES CHANEY; STANLEY JOHNSON; THOMAS WINGROVE; WILEY SMITH; JEROME BRACEY; FRANK MILESKY; DAVID PEARSON; HAVON BIRCHEN; FRED DAHLKE; GEORGE ERHARDT; RANDY GROVES; CHARLEY PARKER; JOE COED; TIM CADY, Local Union 182; WAYNE MITTELSTADT; DOUG DAILY, Local Union 182; LOUIS ALAVA; MOHAMMAD STIF; BARRY HIEN, Local Union 182; TONY PETRELLI, Local Union 182; NELSON CORTOS; MICHAEL DOLAN; ROBERT ROSS, Local Union 182; ERIC GOMEZ; BRUCE SCHILLING, Local Union 182; PATRICK HOLOHAN; ROGER VANSLYKE, Local Union 182; ANTHONY KANCELER; CALVIN BECKER, Local Union 687; THOMAS J. KERSTEN; DAVE BURDICK, Local Union 687; DALE MOSER, Local Union 687; BRUCE KRAMER; WILLIAM MCMANUS; VERNAL PARKS, Local Union 687; RICHARD VERITY; DALE REMINGTON, Local Union 687; PHIL SMITH, Local Union 687; MICHAEL J. CIRINCIONE; BILL KAUFMAN; STEVE BALDES, Local Union 294; AL BISHOP, Local Union 294; ROBERT LAXER; BOS RABIDOUX; RICH KERR; JIM COOPER, Local Union 294; PAT MUSTERIA; JAMES FUDALA; DICK CORMIER, Local Union 294; GARY J. RIEHL; JOE RUSSO; JIM DE RUSSO, Local Union 294; RAYMOND L'HEUREUX; WILLIAM TERRIL; MICHAEL SANABRIA; DAN EAMES, Local Union 294; KEVIN SCOTT HARIS, Local Union 294; STEVEN HUBBARD; LES SELF; JOHN STEVENSON; DONALD TENNEY; FRANK KEARNEY, Local Union 294; ARTHUR HEBERT; MIKE LEMIEUX, Local Union 294; THOMAS BERGER; GEORGE MCGARRY, Local Union 294; ROBERT BOUWICH; ROMEO LEVESQUE; BOB HYDE; HANK MEAD, Local Union 294; DONALD GOSSELIN; GRAHAM JENKINS; DAVE CLAY; JAMES MILNE, Local Union 294; KEITH KONZEN; MARK IANUZZI; BILL MONTAGUE, Local Union 294; DENNIS MELLO; NORM MORRISSETTE, Local Union 294; WILLIAM LANDY; ROBERT REISER; JOHN NILES, Local Union 294; WILLIAM LEEK; WAYNE PECK, Local Union 294; EDWARD GILLIS; JOHN MONACO; GERRY NAPPI; MIKE SADDLER, Local Union 294; THOMAS FERRARO; RICHARD LENNERTON; JOHN D. OGRASS; LEN TAYLOR, Local Union 294; JOHN PATTON; DAMMON AMESBURY, Local Union 118; WILLIAM CUNHA; DAVID DEMONICO; JOHN SAMUALSEN; FRANK CUTAIAR, Local Union 118; ALBERTO SANTOS; ROBERT ENSMAN, Local Union 118; WILLIAM ALEY; BRUCE REID; EVERETT SCHUMANN; ROBERT FLECK, Local Union 118; JOE VIRUCT; KENNETH GOUGH; PAUL FRITSCH, Local Union 118; WILLIAM WHITMAN; ROBERT LUONGO; JOE GALANTE, Local Union 118; WILLIAM BROCK; LINDA S. ARIAS; RUSSELL GOODENOUGH, Local Union 118; CLARK GRICIOUS, Local Union 118; JOHN R. BECK; JACK IVESTER; EDWARD NEWSOME; RAYMOND J. BITTMAN; JOHN KILEY, Local Union 118; JIM LING, Local Union 118; GLADSTONE BROWN; DAVE SAHRELE, Local Union 118; CHRIS FOWLER; ALEX RANKIN; TERRY SCHEINER, Local Union 118; GEORGE DAVIS; STUART F. ENDRESS; ROB CUNNINGHAM; JULIS SUMIZE, Local Union 118; GERALD JACOVELLI; JOHN AYLWARD; STEVE THAYER, Local Union 118; RONALD WHEELER; BOB TOURVILLE, Local Union 118; MIKE ERELLI; SAM AMICO, Local Union 375; RICK FRANSON; DON BARTON, Local Union 375; TOM GIORDANO; JIM BELL, Local Union 375; PAUL LEAVITT; CHRIS BENNETT, Local Union 375; THEODORE CARR; TONY BETTI, Local Union 375; RICHARD MARTIN; KEITH BLOUNT, Local Union 375; JOHN WASHWELL; TOM BOBAK, Local Union 375; HERMAN SCHARK; CHARLES DAVIS, Local Union 375; PAUL BOYLE; JOHN GREENWOOD; RICH DEPCZYNSKI, Local Union 375; SAM CHIASSON; RICHARD DUBICK, Local Union 375; JAMES ERNEWEIN, Local Union 375; DAVE HOWLAND; CHARLES BATES; RAY GERWITZ, Local Union 375; PAUL BELAIR; PAUL GOLAB, Local Union 375; PAUL VALOIS; DAVID GOOD, Local Union 375; MIKE GRAZER, Local Union 375; HAL TYREE; BOB HARRINGTON, Local Union 375; DON HERZOG; JOHN HASLAM, Local Union 375; FRED CRABBE; PRENTICE HINTON, Local Union 375; EDDIE CASSADY; ROBERT TRAVERS; LARRY HYMAN, Local Union 375; ROBERT VOLLMAR; JAMES BEHAN; THOMAS AULENBACH; BOB JUREK, Local Union 375; KEARNEY, Local Union 375; PHIL MALOUIN; BOB KOCH, Local Union 375; THOMAS FORDHAM; HOBAN SANDFORD JR.; JOSEPH DEFALCO; SAM LEONE, Local Union 375; PETE LOSTRACCO, Local Union 375; FRANCIS J. MULCAHEY; NICK SINOTTE; FRED MCCUBBIN,



ABF FREIGHT SYSTEM, INC.
P. O. Box 10048
Fort Smith, AR 72917-C048
(501) 785-8700

November 9, 1995

Certified Mail No. Z 093 690 533
Return Receipt Requested

Mr. Rickey Bechtel
2072 Locust Lane
Hummelstown, PA 17036

Re: Article 5, Section 5 Job Offer in Accordance with
ABF Multi-Region Change of Operations MR-CO-38-9/95

Dear Mr. Bechtel:

In accordance with paragraph 7 of the decision in the above referenced change of operations, on November 8, 1995, you were contacted and offered an opportunity to transfer to permanent employment in your classification at Waco, Omaha, Brattleboro, New Haven, Cedar Rapids, Waterbury, Fairfield, Minneapolis or Newark.

This letter is to confirm that you elected to decline the job offer and to remain in layoff status at Carlisle, PA.

Sincerely yours,

A handwritten signature in dark ink that reads "Gordon Ringberg". The signature is written in a cursive style with a large, looped "G" and "R".

Gordon Ringberg, Director
Industrial Relations

cbf

cc: John Dale, Vice President-Transportation/Industrial Relations

Teamsters Local Union No. 776
Certified Mail No. Z 093 690 525
Return Receipt Requested

Exhibit (6)



ABF FREIGHT SYSTEM, INC.
P. O. BOX 1925
NEW KINGSTOWN, PA. 17072-1925

June 5, 2000

Charles Shughart
TEAMSTERS LOCAL 776
2552 JEFFERSON ST.
HARRISBURG, PA. 17110

Dear Chuck:

Attached is our most current seniority roster you requested in your letter dated May 24, 2000. As you are aware, there is no lay-off list.

Sincerely,

A handwritten signature in black ink, appearing to read "A. Upchurch", written over a horizontal line.

Andy Upchurch
Branch Manager

AU/cf

Exhibit (7)

ABF
Seniority ListCAR-042
Road & Local

Date Rev:

4/30/2000

S/N	First Name	Last Name	Class	Ter Sen Date	Co Sen Date
1	Charles	Weddington	R	16-Jul-68	16-Jul-68
2	Kenneth	House	R	03-Jul-69	13-Jul-69
3	Norman	Sipek	R	08-Aug-72	08-Aug-72
4	Roger	Pederson	L	06-Jan-73	06-Jan-73
5	Ronald	Langley	R	15-May-73	15-May-73
6	Roy	Frazel	L	17-Aug-73	17-Aug-73
7	William	Hahn	R	13-Oct-73	13-Oct-73
8	Larry	Smith	L	20-Jun-74	20-Jun-74
9	Harvey	Carter	R	05-Jun-77	05-Jun-77
10	Thomas	Beck	L	08-Jan-78	08-Jan-78
11	Horace	Crum	L	12-Jan-78	12-Jan-78
12	John	Zerance	L	15-Jan-78	15-Jan-78
13	Rich	Webber	R	15-Jan-78	15-Jan-78
14	Vincent	Bennett	R	19-Jan-78	19-Jan-78
15	Robert	Sanderson	L	19-Jan-78	19-Jan-78
16	Willie	Hendrickes	R	28-Mar-78	28-Mar-78
17	Patrick	Dinunzio	R	01-Apr-78	01-Apr-78
18	Robert	Carolina	R	09-Apr-78	09-Apr-78
19	Leonard	Radle	R	24-Apr-78	24-Apr-78
20	Robert	Graham	R	29-Apr-78	29-Apr-78
21	Roscoe	Lesh	R	30-Apr-78	30-Apr-78
22	Glenn	Gauker	R	03-May-78	03-May-78
23	Kenneth	Wheeler	R	04-May-78	04-May-78
24	Keith	Richard	L	27-May-78	27-May-78
25	Harold	Radle	L	19-Jun-78	19-Jun-78
26	Donald	Wilt	R	24-Jun-78	24-Jun-78
27	John	Roth	R	08-Jul-78	08-Jul-78
28	John	Metzger	L	19-Jul-78	19-Jul-78
29	Vance	Goodall	R	09-Oct-78	09-Oct-78
30	Randy	Fields	L	09-Dec-78	09-Dec-78
31	Frank	Reasner	L	21-Feb-79	21-Feb-79
32	John	Hoke	L	21-Feb-79	21-Feb-79
33	Bradley	Lindsay	L	10-Mar-79	10-Mar-79
34	Bruce	Raker	R	10-Mar-79	10-Mar-79
35	William	Conklin	R	11-Mar-79	11-Mar-79
36	Dwight	Shaver	L	13-Mar-79	13-Mar-79
37	Ronald	Cigic	L	18-Mar-79	18-Mar-79
38	T. Lee	Boyer	R	18-Mar-79	18-Mar-79
39	Dale	Searer	R	17-Apr-79	17-Apr-79
40	Ronald	Peffer	R	03-May-79	03-May-79
41	Joseph	Hawkins	R	14-Jun-79	14-Jun-79
42	Bernard	Nail	L	23-Jul-79	23-Jul-79
43	William	Daum	L	28-Jul-79	28-Jul-79

S/N	First Name	Last Name	Class	Ter Sen Date	Co Sen Date
136	Gerald	Held	L	31-Oct-84	31-Oct-84
137	Earl	Gates	L	07-Nov-84	07-Nov-84
138	Thomas	Reeder	L	13-Nov-84	13-Nov-84
139	Edwin	Barsis Jr	R	25-Jan-85	25-Jan-85
140	Donald	Sommer	R	12-Feb-85	12-Feb-85
141	Steve	Powell	L	12-Feb-85	12-Feb-85
142	John	Nelson	L	16-Feb-85	16-Feb-85
143	Charles	Forbes	R	23-Feb-85	23-Feb-85
144	Carmen	Smith	R	01-Apr-85	01-Apr-85
145	Kenneth	Snyder	R	01-Apr-85	01-Apr-85
146	Edward	Wertz	R	01-Apr-85	01-Apr-85
147	Donald	Hivner	L	07-May-85	07-May-85
148	Steven	Ney	R	07-May-85	07-May-85
149	Cleon	Detweiler	L	14-May-85	14-May-85
150	Burton	Rudy	L	28-May-85	28-May-85
151	Edwin	Roberts	R	20-Jul-85	20-Jul-85
152	Vernon	Osgood	R	26-Jul-85	26-Jul-85
153	John	Scheaffer	R	05-Aug-85	05-Aug-85
154	Mahlon	Warfel	R	08-Aug-85	08-Aug-85
155	Richard	Dechert	R	24-Aug-85	24-Aug-85
156	Darrell	Zerbe	L	04-Sep-85	04-Sep-85
157	Donald	Blumenschein	L	08-Sep-85	08-Sep-85
158	George	Stokes	R	11-Sep-85	11-Sep-85
159	Norman	Munson	L	19-Sep-85	19-Sep-85
160	Dale	Lander	L	06-Oct-85	06-Oct-85
161	David	Parthemore	R	25-Oct-85	25-Oct-85
162	Michael	Hempt	L	18-Nov-85	18-Nov-85
163	Dennis	Wilson	L	15-Dec-85	15-Dec-85
164	Bernard	Ranker	R	17-Jan-86	17-Jan-86
165	Robert F.	Miller	R	21-Jan-86	21-Jan-86
166	Paul	New-Day	R	24-Jan-86	24-Jan-86
167	Joseph	Cerisano	R	25-Jan-86	25-Jan-86
168	Carl	Clark	R	25-Jan-86	25-Jan-86
169	David	Burton	L	25-Jan-86	25-Jan-86
170	Richard	Hitzler	R	25-Jan-86	25-Jan-86
171	David	Giltz	R	27-Jan-86	27-Jan-86
172	William	Smith	L	29-Jan-86	29-Jan-86
173	Terry	Drawbaugh	L	30-Jan-86	30-Jan-86
174	Michael	Bender	L	02-Feb-86	02-Feb-86
175	William	Thompson	R	03-Feb-86	03-Feb-86
176	Mark	Parquette	L	04-Feb-86	04-Feb-86
177	William	Seckman	R	06-Feb-86	06-Feb-86
178	Larry	Johnson	R	08-Feb-86	08-Feb-86
179	Glen	Pogue	L	28-Feb-86	28-Feb-86
180	John	Deslaurier	L	10-Mar-86	10-Mar-86
181	Harry	Lockley	R	10-Mar-86	10-Mar-86

S/N	First Name	Last Name	Class	Ter Sen Date	Co Sen Date
182	Michael	Hoffman	L	11-Mar-86	11-Mar-86
183	Harry	McGuire	L	11-Mar-86	11-Mar-86
184	Robert	Schrum	L	12-Mar-86	12-Mar-86
185	Ken	Mullen	L	13-Mar-86	13-Mar-86
186	Jeffrey	Schaeffer	R	14-Mar-86	14-Mar-86
187	Thomas	Blatt	R	14-Mar-86	14-Mar-86
188	Flint	Mahanes	R	14-Mar-86	14-Mar-86
189	Nelson	Alleman	R	14-Mar-86	14-Mar-86
190	Jack	Matthews	R	14-Mar-86	14-Mar-86
191	Norman	Anderson	L	14-Mar-86	14-Mar-86
192	Mark	Hassinger	L	19-Mar-86	19-Mar-86
193	Steve	Heckman	L	19-Mar-86	19-Mar-86
194	Steve	Silcox	L	19-Mar-86	19-Mar-86
195	Merle	Wert	R	20-Mar-86	20-Mar-86
196	Robert	Shaffer	R	23-Mar-86	22-Mar-86
197	Harry	Baker	L	02-Apr-86	02-Apr-86
198	Harold	Raley	R	05-Apr-86	05-Apr-86
199	David	Motter	L	05-Apr-86	05-Apr-86
200	John	Miller	L	08-Apr-86	08-Apr-86
201	Dennis	Meyers	L	08-Apr-86	08-Apr-86
202	Charles	Fye	L	26-Apr-86	26-Apr-86
203	James	Stafford	R	04-Jul-86	04-Jul-86
204	Paxton	Clark	R	14-Jul-86	14-Jul-86
205	James	Testerman	R	26-Jul-86	26-Jul-86
206	James	Keatts	R	26-Jul-86	26-Jul-86
207	Alden	Sours	R	16-Aug-86	16-Aug-86
208	Edward	Lawrence	R	23-Aug-86	23-Aug-86
209	Jim	Cox	R	06-Sep-86	06-Sep-86
210	Dale	McCormick	L	16-Sep-86	16-Sep-86
211	Angelo	Mraz	L	23-Sep-86	23-Sep-86
212	Charles	Bowers	L	30-Sep-86	30-Sep-86
213	Clint	Troutman	L	20-Oct-86	20-Oct-86
214	Robert	Huff	L	20-Oct-86	20-Oct-86
215	Richard	Uhrin	L	20-Oct-86	20-Oct-86
216	Robert	Martin	L	27-Oct-86	27-Oct-86
217	Tom	Kough	L	18-Nov-86	18-Nov-86
218	Glen	Hershey	R	25-Nov-86	25-Nov-86
219	Michael	Osborne	R	02-Apr-87	02-Apr-87
220	Ivan Max	Helman	R	02-Apr-87	02-Apr-87
221	John	Knadig	R	02-Apr-87	02-Apr-87
222	Ronald	Bingaman	R	02-Apr-87	02-Apr-87
223	Warren	Batdorf	R	02-Apr-87	02-Apr-87
224	Ronald	Morgan	R	02-Apr-87	02-Apr-87
225	Paul	Sprinkle	R	21-Apr-87	21-Apr-87
226	Ron	Hicks	R	25-Apr-87	25-Apr-87
227	John	Dobies	R	01-May-87	01-May-87

S/N	First Name	Last Name	Class	Ter Sen Date	Co Sen Date
228	Harold	Hamilton	L	04-May-87	04-May-87
229	Scott	Griffith	R	29-May-87	29-May-87
230	Albert	Minnich	R	05-Jun-87	05-Jun-87
231	James	Salisbury	R	20-Jul-87	20-Jul-87
232	Earl	Deshong	R	21-Jul-87	21-Jul-87
233	David	Davis	R	21-Jul-87	21-Jul-87
234	Erwin	Demko	R	21-Jul-87	21-Jul-87
235	Charles	Moser	R	10-Aug-87	10-Aug-87
236	Michael	Davis	R	15-Aug-87	15-Aug-87
237	Duane	Stahl	L	09-Sep-87	09-Sep-87
238	Amos	Stoneberger	R	09-Sep-87	09-Sep-87
239	Eugene	Carnes	R	06-Oct-87	06-Oct-87
240	Robert	Knott	L	09-Oct-87	09-Oct-87
241	Robert	Baetz	R	30-Oct-87	30-Oct-87
242	Daniel	Crusey	L	02-Nov-87	02-Nov-87
243	Buddy	Redden	L	02-Nov-87	02-Nov-87
244	Blaine	Grove	R	05-Nov-87	05-Nov-87
245	Charles	Vaughn	L	16-Nov-87	16-Nov-87
246	Walter	Dennis	L	16-Nov-87	16-Nov-87
247	Linus	Swegar	R	29-Nov-87	29-Nov-87
248	Daniel	Hurrell	R	05-Jan-88	05-Jan-88
249	Mark	Stevens	L	07-Feb-88	07-Feb-88
250	Earl L. Jr.	Bigler	L	09-Feb-88	09-Feb-88
251	Brian	Swope	L	09-Feb-88	09-Feb-88
252	William	Leopold	R	09-Mar-88	09-Mar-88
253	Richard	Albertini	R	11-Mar-88	11-Mar-88
254	Amos	Seiders	L	11-Mar-88	11-Mar-88
255	Ronald	Knaub	R	23-Mar-88	23-Mar-88
256	Ronney	Conrad	R	26-Mar-88	26-Mar-88
257	John	Paduhovich	L	26-Mar-88	26-Mar-88
258	David	Reinard	R	26-Mar-88	26-Mar-88
259	Gregory	Miracle	R	03-Apr-88	03-Apr-88
260	Robert D.	Miller	L	05-Apr-88	05-Apr-88
261	Bernard	Beese	L	07-Apr-88	07-Apr-88
262	Tom	West	L	11-Apr-88	11-Apr-88
263	Timothy H.	Strupp	R	12-Apr-88	12-Apr-88
264	David	Newell	L	16-Apr-88	16-Apr-88
265	John A.	Winner	R	16-Apr-88	16-Apr-88
266	Douglas A.	Goodine	R	16-Apr-88	16-Apr-88
267	Michael	Startzman	R	16-Apr-88	16-Apr-88
268	Wayne	Burkett	R	16-Apr-88	16-Apr-88
269	Charles	Peterman	L	30-Apr-88	30-Apr-88
270	James	High	R	30-Apr-88	30-Apr-88
271	Jay	Dyaman	L	30-Apr-88	30-Apr-88
272	Edward	Spears	R	06-May-88	06-May-88
273	Brett	Rininger	L	07-May-88	07-May-88

S/N	First Name	Last Name	Class	Ter Sen Date	Co Sen Date
274	Roderick	Percival	R	21-May-88	21-May-88
275	Michael	Lentvorsky	L	21-May-88	21-May-88
276	Terry J.	Robinson	R	18-Jun-88	18-Jun-88
277	David	Crum	R	18-Jun-88	18-Jun-88
278	Robbie C.	Parker	L	18-Jun-88	18-Jun-88
279	Randy	Geistwite	L	21-Jun-88	21-Jun-88
280	John	Beaston	R	21-Jun-88	21-Jun-88
281	Craig	Vogelsong	L	21-Jun-88	21-Jun-88
282	Jonas	Smith	L	21-Jun-88	21-Jun-88
283	David	Swoyer	L	21-Jun-88	21-Jun-88
284	Rod S.	Garman	R	21-Jun-88	21-Jun-88
285	Dale	Cruz	L	21-Jun-88	21-Jun-88
286	Jeffrey	Funck	L	23-Jun-88	23-Jun-88
287	John	Stager	L	23-Jun-88	23-Jun-88
288	David S.	Bond	L	23-Jun-88	23-Jun-88
289	Harold	Hostetter	R	23-Jun-88	23-Jun-88
290	Richard	Paxson	L	28-Jun-88	28-Jun-88
291	Donald J.	Ponatoski	R	28-Jun-88	28-Jun-88
292	Michael	Sullivan	L	19-Jul-88	19-Jul-88
293	Robert	McGugin	L	03-Aug-88	03-Aug-88
294	Thomas R.	Grundon	R	04-Aug-88	04-Aug-88
295	Larry	McLaughlin	R	05-Aug-88	05-Aug-88
296	Scott E.	Bowman	L	08-Aug-88	08-Aug-88
297	Christopher J.	Wilkerson	L	09-Aug-88	09-Aug-88
298	John M.	Ivanoff	L	09-Aug-88	09-Aug-88
299	Gary W.	Martin	R	09-Aug-88	10-Aug-88
300	Leroy	Charles	R	12-Aug-88	12-Aug-88
301	Terry L.	Heckman	L	14-Aug-88	14-Aug-88
302	Don F.	Walker	R	18-Aug-88	18-Aug-88
303	James V.	Miller	R	18-Aug-88	18-Aug-88
304	Delmas R.	Covert	L	22-Aug-88	22-Aug-88
305	James	Kneasel	R	29-Aug-88	29-Aug-88
306	Roger	Bouder	L	02-Sep-88	02-Sep-88
307	Barry L.	Bupp	L	12-Sep-88	12-Sep-88
308	Morris	Brooks	L	13-Sep-88	13-Sep-88
309	Jeffrey A.	McCauslin	L	19-Sep-88	19-Sep-88
310	Dave	Snyder	L	21-Sep-88	21-Sep-88
311	Girard	Deibler	L	21-Sep-88	21-Sep-88
312	Dorman L.	Godlove	R	23-Sep-88	23-Sep-88
313	James	Robinson	L	24-Sep-88	24-Sep-88
314	Frank	Nissel	L	02-Oct-88	02-Oct-88
315	Emerson	Morrison	L	04-Oct-88	04-Oct-88
316	Roy D.	Hicks	R	16-Oct-88	19-Feb-78
317	Jeffrey A.	Nickle	R	23-Oct-88	12-Jun-87
318	James B.	Choffel	L	25-Oct-88	25-Oct-88
319	Kent	Williard	L	25-Oct-88	25-Oct-88

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320	Daniel J.	Maurer	L	08-Nov-88	08-Nov-88
321	Charles M.	Edmiston	R	29-Nov-88	29-Nov-88
322	Steven	Koncar	L	13-Dec-88	13-Dec-88
323	Robert L. Jr.	Browell	L	26-Dec-88	26-Dec-88
324	Ross E.	Schell	L	26-Dec-88	26-Dec-88
325	Gary L.	Myers	R	03-Jan-89	03-Jan-89
326	Edward R. Jr	Glosek	L	10-Jan-89	10-Jan-89
327	Walter	Brooks	R	16-Jan-89	16-Jan-89
328	John	Fortna	L	03-Feb-89	03-Feb-89
329	James	Baker	R	19-Feb-89	19-Feb-89
330	Kendall	Pierson	R	19-Feb-89	19-Feb-89
331	James	Moody	R	19-Feb-89	19-Feb-89
332	James	Thornton	R	19-Feb-89	19-Feb-89
333	Warren	Cyrus	R	19-Feb-89	19-Feb-89
334	Harold	Cole	R	19-Feb-89	19-Feb-89
335	Nathaniel	Herbert	R	19-Feb-89	19-Feb-89
336	Frederick	Sipe	R	19-Feb-89	19-Feb-89
337	Todd	Stiely	L	24-Feb-89	24-Feb-89
338	Mike	Hahn	L	24-Feb-89	24-Feb-89
339	Richard	Miller	R	25-Feb-89	25-Feb-89
340	Raymond	Aleman	L	05-Mar-89	05-Mar-89
341	Allen	Lucas	L	02-Apr-89	02-Apr-89
342	Roy	Camasta	L	02-Apr-89	02-Apr-89
343	Dave	Kissinger	L	02-Apr-89	02-Apr-89
344	Dave	Reckner	L	02-Apr-89	02-Apr-89
345	Chester	Lerch	L	02-Apr-89	02-Apr-89
346	John	Barbee	R	03-Apr-89	03-Apr-89
347	Paul	Lamantia	R	03-Apr-89	03-Apr-89
348	Grady	Patterson	R	03-Apr-89	03-Apr-89
349	Robert	Mallon	R	03-Apr-89	03-Apr-89
350	William	Hyland	R	04-Apr-89	04-Apr-89
351	Richard	Bibb	R	05-Apr-89	05-Apr-89
352	Peter	Boele	R	31-Jul-89	31-Jul-89
353	Jack C.	Leach	L	03-Dec-89	03-Dec-89
354	Mike	Miller	L	03-Dec-89	03-Dec-89
355	Ray	Hammaker	L	03-Dec-89	03-Dec-89
356	Mark	Wilt	L	05-Dec-89	05-Dec-89
357	Chris	Fortenbaugh	L	11-Dec-89	11-Dec-89
358	Jeffrey K.	Pechart	L	13-Dec-89	13-Dec-89
359	Robert A.	Johnson	L	17-Dec-89	17-Dec-89
360	Thomas P.	Warcholak	L	17-Dec-89	17-Dec-89
361	James G.	Matolyak	L	07-Jan-90	07-Jan-90
362	Charles R.	McDermott	L	07-Jan-90	07-Jan-90
363	Ronald D.	Wilde	L	21-Jan-90	21-Jan-90
364	James	Hunter	R	03-Feb-90	03-Feb-90
365	Frank	Weiser	L	03-Feb-90	03-Feb-90

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366	Ronald	Fitch	R	04-Feb-90	04-Feb-90
367	Ralph A.	Lovern	R	09-Feb-90	09-Feb-90
368	Eric C.	Simmons	L	18-Feb-90	18-Feb-90
369	John	Roney	R	20-Feb-90	20-Feb-90
370	Samuel S.	Reider	R	24-Feb-90	24-Feb-90
371	Michael T.	Rosini	L	24-Feb-90	24-Feb-90
372	Richard	Quigley	L	25-Feb-90	25-Feb-90
373	James	Fanning	R	03-Mar-90	03-Mar-90
374	Philip	Bollman	R	17-Mar-90	17-Mar-90
375	Charles	Copeland	R	18-Mar-90	18-Mar-90
376	Bob	Haller	L	01-Apr-90	01-Apr-90
377	Robert	Laubenstein	L	01-Apr-90	01-Apr-90
378	Marc	Abrahams	L	02-Apr-90	02-Apr-90
379	Vincent	Johnson	L	03-Apr-90	03-Apr-90
380	Carl	Ford	R	04-Apr-90	04-Apr-90
381	Carl	Boltz	R	13-Apr-90	13-Apr-90
382	Mark	Keiter	L	24-Apr-90	24-Apr-90
383	Barry	Murphy	L	29-Apr-90	29-Apr-90
384	Eugene	Kennedy	L	29-Apr-90	29-Apr-90
385	Larry	Snyder	L	01-May-90	01-May-90
386	Terry	Gramm	L	01-May-90	01-May-90
387	Joseph	Yontz	R	01-May-90	01-May-90
388	Vern	Vandevender	L	01-May-90	01-May-90
389	John	Purdue	R	01-May-90	01-May-90
390	Donald	Markle	L	01-May-90	01-May-90
391	William	Savage	L	01-May-90	01-May-90
392	George	Poleshock	L	01-May-90	01-May-90
393	James	Carpenter	L	08-May-90	08-May-90
394	Darryl	Tait	L	08-May-90	08-May-90
395	Ray	Diehl	R	08-May-90	08-May-90
396	Nick	Chennault	R	12-May-90	12-May-90
397	Roy	Hess	L	12-May-90	12-May-90
398	Peter	Kovaschetz	R	17-May-90	17-May-90
399	Berlin	Hutson	R	22-May-90	22-May-90
400	Al	Rhodes	R	02-Jun-90	02-Jun-90
401	Robert	Harbaugh	R	04-Jun-90	04-Jun-90
402	Dan	Jones	R	22-Jun-90	22-Jun-90
403	Gerald	Fogelsanger	R	26-Jun-90	26-Jun-90
404	Kenneth	Springfield	L	26-Jun-90	26-Jun-90
405	Blaine	Morrison	L	26-Jun-90	26-Jun-90
406	Frank	Dozier	L	04-Jul-90	04-Jul-90
407	Charles	Goers	R	11-Jul-90	11-Jul-90
408	Harry	Hoover	R	06-Aug-90	06-Aug-90
409	Donald	Huss	L	14-Aug-90	14-Aug-90
410	Randy	May	L	14-Aug-90	14-Aug-90
411	Donald	Wert	R	20-Aug-90	20-Aug-90

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412	John	McKeehan	R	20-Aug-90	20-Aug-90
413	Larry	Greenawalt	R	20-Aug-90	20-Aug-90
414	Cecil	Tolley	R	20-Aug-90	20-Aug-90
415	Danny	Edwards	R	20-Aug-90	20-Aug-90
416	Roland	Williams	L	21-Aug-90	21-Aug-90
417	Stephen	Michael	L	21-Aug-90	21-Aug-90
418	Carl	Shippey	L	21-Aug-90	21-Aug-90
419	Bryan	Jarrett	L	21-Aug-90	21-Aug-90
420	Clinton	Bishop	L	21-Aug-90	21-Aug-90
421	James	Wagner	L	27-Aug-90	27-Aug-90
422	Boyd	Welker	L	28-Aug-90	28-Aug-90
423	Maynard	Bertolet II	L	28-Aug-90	28-Aug-90
424	Garland	Mauck	R	29-Aug-90	29-Aug-90
425	Richard	Nagle	R	07-Sep-90	07-Sep-90
426	Michael	Bircher	L	07-Sep-90	07-Sep-90
427	Scott	Hahn	L	07-Sep-90	07-Sep-90
428	Gregory	Harris	L	18-Sep-90	18-Sep-90
429	Daniel	Straub	R	23-Sep-90	23-Sep-90
430	Paul	Force	L	23-Sep-90	23-Sep-90
431	Herman	Kinter	R	23-Sep-90	23-Sep-90
432	Garrett	Rager	R	29-Sep-90	29-Sep-90
433	Roy	Hicks Jr.	R	02-Oct-90	02-Oct-90
434	Ronald	Romanoski	L	07-Oct-90	07-Oct-90
435	Brian	Deibler	L	19-Oct-90	19-Oct-90
436	Steven	Sanders	L	19-Oct-90	19-Oct-90
437	Edward	Fekette	L	28-Oct-90	28-Oct-90
438	Dave	Fox	L	28-Oct-90	28-Oct-90
439	Doug	Kohr	L	28-Oct-90	28-Oct-90
440	Edward	Beard	L	02-Apr-91	02-Apr-91
441	Larry	Yohn	L	02-Apr-91	02-Apr-91
442	Richard	Hoffman	L	02-Apr-91	02-Apr-91
443	Walter T.	Lynch	L	02-Apr-91	02-Apr-91
444	Daniel	Linn	R	02-Apr-91	02-Apr-91
445	Robert	Burton	L	02-Apr-91	02-Apr-91
446	Roland	Ricker	L	02-Apr-91	02-Apr-91
447	James	Tracey	L	02-Apr-91	02-Apr-91
448	Ronald	Weaver	L	02-Apr-91	02-Apr-91
449	Charles	Burk	L	02-Apr-91	02-Apr-91
450	Gary	Wagaman	R	02-Apr-91	02-Apr-91
451	Gene	Creager	L	02-Apr-91	02-Apr-91
452	Michael	Burleson	L	02-Apr-91	02-Apr-91
453	Vito	Renno	L	07-Apr-91	07-Apr-91
454	Ted	Sechler	R	26-Jun-91	26-Jun-91
455	Jack	Worley	R	26-Jun-91	26-Jun-91
456	Paul	Whitfield	R	27-Jun-91	27-Jun-91
457	Harold	James	R	28-Jun-91	28-Jun-91

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458	Wayne	Gray	R	28-Jun-91	28-Jun-91
459	James	Stutzman	R	02-Jul-91	02-Jul-91
460	Orville	See, Jr	R	16-Aug-91	16-Aug-91
461	Jerell	Crowder	R	16-Aug-91	16-Aug-91
462	Richard	Lipps	R	16-Aug-91	16-Aug-91
463	John	Heitsenrether	R	16-Aug-91	16-Aug-91
464	Cloyd	Myers	R	30-Aug-91	30-Aug-91
465	Chester	Grove	R	30-Aug-91	30-Aug-91
466	A. G.	Rollman	R	30-Aug-91	30-Aug-91
467	Rickey	Baumert	L	08-Sep-91	08-Sep-91
468	Dave	Pogue	L	08-Sep-91	08-Sep-91
469	Jeff	Kost	L	08-Sep-91	09-Aug-91
470	Terry	Starner Sr	R	21-Sep-91	21-Sep-91
471	Donald	Yost	R	21-Sep-91	21-Sep-91
472	Ronald	Patrick	L	27-Sep-91	27-Sep-91
473	Anthony	King	L	27-Sep-91	27-Sep-91
474	John	Pellman	L	27-Sep-91	27-Sep-91
475	Jari	Whitesel	L	27-Sep-91	27-Sep-91
476	John	Hafner	L	27-Sep-91	27-Sep-91
477	Brady	Carbaugh	L	27-Sep-91	27-Sep-91
478	Charles	Heimbaugh	L	27-Sep-91	27-Sep-91
479	David	Bowser	L	27-Sep-91	27-Sep-91
480	Michael	Ferry	R	03-Oct-91	03-Oct-91
481	Allen	Dixon	R	03-Oct-91	03-Oct-91
482	Glenn	Laverty	R	06-Oct-91	06-Oct-91
483	Chris	Martin	L	19-Apr-92	19-Apr-92
484	Robert	Clouser	L	24-Apr-92	24-Apr-92
485	Gerald	Wagaman	L	24-Apr-92	24-Apr-92
486	James	Clymer	L	24-Apr-92	24-Apr-92
487	Richard	Yost	R	24-Apr-92	24-Apr-92
488	Ronald	Fisher	L	24-Apr-92	24-Apr-92
489	Paul	Sharp	L	24-Apr-92	24-Apr-92
490	Bryan	Copenhaver	L	16-Jun-92	16-Jun-92
491	Daniel	Hammaker	R	28-Jul-92	28-Jul-92
492	Barry	Theurer	L	28-Jul-92	28-Jul-92
493	Donald	Izer	R	28-Jul-92	28-Jul-92
494	Jeffrey	Baker	L	28-Jul-92	28-Jul-92
495	Dennis	Darr	L	28-Jul-92	28-Jul-92
496	William	Cook	L	04-Aug-92	04-Aug-92
497	Roger	Mooney	L	11-Aug-92	11-Aug-92
498	James	Metzker	R	15-Aug-92	15-Aug-92
499	Edwin	Hoch	R	15-Aug-92	15-Aug-92
500	Edward	Jones	R	15-Aug-92	15-Aug-92
501	Douglas	Harshman	R	15-Aug-92	15-Aug-92
502	James	Goodyear	R	15-Aug-92	15-Aug-92
503	Jackie	Shanahan	R	16-Aug-92	16-Aug-92

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504	William	Gross	L	18-Aug-92	18-Aug-92
505	Robert	Kessler	L	28-Aug-92	28-Aug-92
506	Bryan	Miracle	L	01-Sep-92	01-Sep-92
507	Lee	Burgett	L	01-Sep-92	01-Sep-92
508	Larry	Smith	L	01-Sep-92	01-Sep-92
509	Charles	Tranum	R	11-Sep-92	12-Sep-92
510	Keith	Miller	L	13-Oct-92	13-Oct-92
511	Tom	Priar	L	13-Oct-92	13-Oct-92
512	Thomas	Apple	L	20-Oct-92	20-Oct-92
513	Brian	Stellar	R	20-Oct-92	20-Oct-92
514	Carl	Johnston	L	27-Oct-92	27-Oct-92
515	Daniel	Kilheffer	L	03-Nov-92	03-Nov-92
516	Kenley	House	L	26-Apr-93	26-Apr-93
517	Taft	Hoffman	L	18-Jun-93	18-Jun-93
518	Samuel	Reed	R	16-Jul-93	16-Jul-93
519	Blain	David	L	18-Jul-93	18-Jul-93
520	Quinn	McLaughlin	L	18-Jul-93	18-Jul-93
521	Jennifer	Squire	L	29-Jul-93	29-Jul-93
522	Wayne	Kline	L	14-Sep-93	14-Sep-93
523	Andrew	Kepner	L	19-Oct-93	19-Oct-93
524	Jamie	Martin	L	19-Oct-93	19-Oct-93
525	Jeff	Keller	R	20-Oct-93	20-Oct-93
526	Michael	Sewalk	L	20-Oct-93	20-Oct-93
527	Eric	Wise	L	02-Nov-93	02-Nov-93
528	Harry	Lingenfelter	L	02-Nov-93	02-Nov-93
529	Ronald	Klacik	L	02-Nov-93	02-Nov-93
530	Mark	Sayres	R	02-Nov-93	02-Nov-93
531	Eugene	Snyder	L	02-Nov-93	02-Nov-93
532	Daniel	Daisley	L	16-Nov-93	16-Nov-93
533	Robert	Allen	R	16-Nov-93	16-Nov-93
534	Joseph	Kenepp	L	16-Nov-93	16-Nov-93
535	Douglas	Hechler	L	16-Nov-93	16-Nov-93
536	Keith	Johnston	L	16-Nov-93	16-Nov-93
537	John	Garland	L	17-Dec-93	17-Dec-93
538	Sid	Secrist	L	19-Dec-93	19-Dec-93
539	Marlin	Ritter	L	20-Dec-93	20-Dec-93
540	Robert	Curran	R	06-Jan-94	23-Aug-93
541	Joseph	Gaiski	L	25-Jan-94	25-Jan-94
542	Robert	Bansemmer	R	01-Mar-94	01-Mar-94
543	Donald	Failor	R	01-Mar-94	01-Mar-94
544	Henry	Tomkosky	R	01-Mar-94	01-Mar-94
545	Donald	Wivell	R	01-Mar-94	01-Mar-94
546	George	Prates	L	22-Mar-94	22-Mar-94
547	Edward	Margraff	R	07-May-94	07-May-94
548	Thomas	Wright	R	07-May-94	07-May-94
549	Charles	Craig	R	07-May-94	07-May-94

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550	John	Lauver	R	07-May-94	07-May-94
551	Howlen	Pottorff, Sr.	R	07-May-94	07-May-94
552	Harvey	Hissner	R	10-May-94	10-May-94
553	Chester	Taylor	R	13-May-94	13-May-94
554	John	Eisley	L	20-May-94	20-May-94
555	John	Alleman III	R	26-May-94	26-May-94
556	Frederick	Payne	R	26-May-94	26-May-94
557	Edward	Waidley	R	26-May-94	26-May-94
558	Gerald	Jones	R	26-May-94	26-May-94
559	Jay	Crane	L	09-Jun-94	09-Jun-94
560	Paula	Klinger	R	22-Jun-94	22-Jun-94
561	Peter	Supsic	R	09-Jul-94	09-Jul-94
562	John	Drey	L	24-Jul-94	24-Jul-94
563	Westley	Lippy	L	24-Jul-94	24-Jul-94
564	Howard	Bullock	L	24-Jul-94	24-Jul-94
565	John	Estes	L	26-Jul-94	26-Jul-94
566	Cindy	Horvath	L	26-Jul-94	26-Jul-94
567	Thomas	Daugherty	R	30-Jul-94	30-Jul-94
568	Michelle	Neumeister	L	31-Jul-94	31-Jul-94
569	Gary	Whitfield	R	03-Aug-94	03-Aug-94
570	Sheldon	Pennington	R	14-Aug-94	14-Aug-94
571	Charles	Alleman	L	14-Aug-94	14-Aug-94
572	Gregory	Hartman	R	18-Aug-94	18-Aug-94
573	Dean	Shuman	L	23-Aug-94	23-Aug-94
574	Timothy	Wert	R	26-Aug-94	26-Aug-94
575	William	Blair	R	26-Aug-94	26-Aug-94
576	Robert	Reichert	R	02-Sep-94	02-Sep-94
577	Leroy	Negley	R	02-Sep-94	02-Sep-94
578	Daniel	Ocker	R	02-Sep-94	02-Sep-94
579	Al	Kruger	R	16-Sep-94	16-Sep-94
580	Robert	Conroy	R	16-Sep-94	16-Sep-94
581	Michael	Seabrooks	R	19-Sep-94	19-Sep-94
582	James	Ford	R	30-Sep-94	30-Sep-94
583	Daniel	Bowers	R	30-Sep-94	30-Sep-94
584	Richard	Stine	L	05-Oct-94	05-Oct-94
585	Douglas	Mengle	L	13-Oct-94	13-Oct-94
586	Travis	McCulloch	L	13-Oct-94	13-Oct-94
587	Michael	Hickey	L	14-Oct-94	14-Oct-94
588	John	Yarina	L	14-Oct-94	14-Oct-94
589	Ruben	Russell Jr	L	14-Oct-94	14-Oct-94
590	Colleen	Finn	L	14-Oct-94	14-Oct-94
591	Donald	Long	L	27-Oct-94	27-Oct-94
592	Brian	Gerber	L	27-Oct-94	27-Oct-94
593	Kenneth	Wynn	L	27-Oct-94	27-Oct-94
594	Stephen	Lucas	L	27-Oct-94	27-Oct-94
595	Ralph	Rehm	R	12-Nov-94	12-Nov-94

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596	Mark	Vallie	R	12-Nov-94	12-Nov-94
597	David	Magaro	R	18-Nov-94	18-Nov-94
598	Howard	Gouse	L	22-Nov-94	22-Nov-94
599	Dorman	Godlove, Jr.	R	27-Nov-94	27-Nov-94
600	Larry	Bechtel	L	20-Jan-95	20-Jan-95
601	Jo-Ann	Lauffer	L	21-Jan-95	21-Jan-95
602	George	Amsbaugh	L	09-Apr-95	09-Apr-95
603	Paul	Vandergrift	L	09-Apr-95	09-Apr-95
604	Ronald	Snowberger	L	09-Apr-95	09-Apr-95
605	Rex	Bragg	L	09-Apr-95	09-Apr-95
606	Robert	Yost Jr	L	09-Apr-95	09-Apr-95
607	Stephen	Gaiski Jr	L	09-Apr-95	09-Apr-95
608	William	Mielke	L	09-Apr-95	09-Apr-95
609	Paul	Hall	L	09-Apr-95	09-Apr-95
610	Irv	Nelson	L	09-Apr-95	09-Apr-95
611	Ronald	Frombaugh	R	12-Nov-98	27-Feb-72
612	Gary	Dietz	R	20-Nov-98	25-Aug-75
613	Larry	Trollinger	R	20-Nov-98	28-Jul-83
614	Michael	Fritz	R	21-Nov-98	22-May-84
615	Lawrence	Welker	R	27-Nov-98	20-Sep-73
616	Ray	Snyder	R	27-Nov-98	04-Sep-85
617	Vincent	Ramirez	R	27-Nov-98	24-May-86
618	Carl	Murphy	R	30-Nov-98	20-Apr-83
619	Keith	Sgrignoli	R	05-Dec-98	03-Apr-78
620	Douglas	Kerstetter	R	06-Dec-98	30-Oct-81
621	Ralph	Harris	L	07-Dec-98	09-Sep-84
622	Norman	Runk	R	11-Dec-98	24-Apr-84
623	Walter	Minich	R	13-Dec-98	07-Jul-75
624	Jeffrey	Albright	R	14-Dec-98	09-Apr-88
625	Roy	Keck	R	20-Dec-98	02-Mar-88
626	Norman	Boire	R	08-Jan-99	26-Aug-85
627	Allen	Landis	R	15-Jan-99	03-Nov-75
628	Charles	Albright	R	10-Feb-99	18-May-84
629	Raymond	Nevins	R	10-Feb-99	02-Nov-87
630	Lowell	McGuire	R	11-Feb-99	12-Feb-84
631	William	Erdman	R	11-Feb-99	09-Apr-90
632	Stanley	Nye	R	27-Feb-99	30-Oct-83
633	Roger	Wiles	R	27-Apr-99	27-Apr-99
634	Donald	Bixler	R	27-Apr-99	27-Apr-99
635	Phillip	Frazer	R	27-Apr-99	27-Apr-99
636	Ronald	Mangus	R	27-Apr-99	27-Apr-99
637	John	Bosley	R	27-Apr-99	27-Apr-99
638	Randall	Hartz	R	27-Apr-99	04-Mar-83
639	Roger	Hockensmith	L	21-May-99	21-May-99
640	James	Rutter	R	22-Jun-99	22-Jun-99
641	David	Albertson	R	22-Jun-99	22-Jun-99

S/N	First Name	Last Name	Class	Ter Sen Date	Co Sen Date
642	David	Jackson	R	23-Jun-99	23-Jun-99
643	Floyd C.	Smith	R	23-Jun-99	23-Jun-99
644	Carl	Shoup	R	23-Jun-99	23-Jun-99
645	George	Grubbs	R	23-Jun-99	23-Jun-99
646	Thomas	Myers	R	23-Jun-99	23-Jun-99
647	Terry	Irvin	R	29-Jul-99	29-Jul-99
648	Raymond	Hoover	R	29-Jul-99	29-Jul-99
649	Ronald	Conrad	R	29-Jul-99	29-Jul-99
650	Russell	Reinoehl	R	05-Aug-99	16-Nov-87
651	James	Downs	R	06-Aug-99	06-Aug-99
652	Stephen	McGinnis	R	06-Aug-99	06-Aug-99
653	Dennis	Robinson	R	06-Aug-99	06-Aug-99
654	Thurman	Lewis	R	06-Aug-99	06-Aug-99
655	William	Noel	R	06-Aug-99	06-Aug-99
656	Gordon	Kline	L	10-Aug-99	10-Aug-99
657	Nathan	Dravk	L	17-Aug-99	17-Aug-99
658	Scott	Fekette	L	17-Aug-99	17-Aug-99
659	Irvin	Snyder	R	18-Aug-99	18-Aug-99
660	Leo	Weller	R	18-Aug-99	18-Aug-99
661	Charles	Zufall	R	18-Aug-99	18-Aug-99
662	Duane	Grove	R	25-Aug-99	25-Aug-99
663	Keith	McKeever	R	31-Aug-99	31-Aug-99
664	Mikel	Sherbo	L	31-Aug-99	31-Aug-99
665	Spencer	Lomison	L	31-Aug-99	31-Aug-99
666	Howard	Leonti	L	31-Aug-99	31-Aug-99
667	Terry	Runshaw	L	31-Aug-99	31-Aug-99
668	Chalmer	Edgin	L	31-Aug-99	31-Aug-99
669	William	Bowen	L	31-Aug-99	31-Aug-99
670	Ronald	Decker	L	31-Aug-99	31-Aug-99
671	Curt	Mills	L	01-Sep-99	01-Sep-99
672	Douglas	Ebur	R	08-Sep-99	08-Sep-99
673	Roderick	Campbell	L	08-Sep-99	08-Sep-99
674	Mark J.	Anderson	L	14-Sep-99	14-Sep-99
675	Terry	Beaver	R	26-Sep-99	26-Sep-99
676	Troy E.	Snyder	L	28-Sep-99	28-Sep-99
677	Leon W.	Deihl	L	28-Sep-99	28-Sep-99
678	Gary	Kissinger	R	29-Sep-99	09-Aug-87
679	Richard	Vrabel	R	29-Sep-99	29-Sep-99
680	Michael G.	Hamman	L	05-Oct-99	05-Oct-99
681	Clifford	Jones	L	05-Oct-99	05-Oct-99
682	Timothy	Miess	R	07-Oct-99	07-Oct-99
683	Robert	Reichert, Jr.	R	27-Oct-99	27-Oct-99
684	Joel	Sharp	L	09-Nov-99	09-Nov-99
685	James	Crone	L	09-Nov-99	09-Nov-99
686	Robert	Mallette	R	16-Nov-99	16-Nov-99
687	Bengamin	Witmer	R	17-Nov-99	17-Nov-99

S/N	First Name	Last Name	Class	Ter Sen Date	Co Sen Date
688	Laramie	Cahoj	L	23-Nov-99	23-Nov-99
689	Rodney D.	Maus	L	23-Nov-99	23-Nov-99
690	Steven	Najdek	L	14-Dec-99	14-Dec-99
691	Keith	McPherson	L	14-Dec-99	14-Dec-99
692	Bradley	Miller	L	14-Dec-99	14-Dec-99
693	Eric	Costella	L	14-Dec-99	14-Dec-99
694	Larry	Shultz	R	29-Dec-99	29-Dec-99
695	Dallis	Laudenslager	R	14-Jan-00	14-Jan-00
696	Mark	Notbohm	R	14-Jan-00	14-Jan-00
697	Michael	Irvin	R	08-Feb-00	08-Feb-00
698	Charles	Lindeman	R	01-Mar-00	01-Mar-00
699	Bruce	Wiker	R	01-Mar-00	01-Mar-00
700	John	Moore	R	01-Mar-00	01-Mar-00
701	Cecil	Davis	R	03-Mar-00	03-Mar-00
702	Larry	Palmer	R	03-Mar-00	03-Mar-00
703	Bruce	Groff	R	07-Mar-00	07-Mar-00
704	Ronald	Reber	R	07-Mar-00	07-Mar-00
705	Robert	Chappel	R	07-Mar-00	07-Mar-00
706	Wayne	Tamkin	R	17-Mar-00	15-Mar-00
707	Randall	Whitehouse	R	25-Mar-00	25-Mar-00
708	Lonnie	Holtzapple	R	25-Mar-00	25-Mar-00
709	Duane	Taylor	R	28-Mar-00	28-Mar-00
710	Jack	Henry	R	28-Mar-00	28-Mar-00
711	Nathan	Kuhns	R	29-Mar-00	29-Mar-00
712	Michael	Pitzi	R	29-Mar-00	29-Mar-00
713	Glen	Roush	R	08-Apr-00	08-Apr-00
714	Dean	Sarver	L	14-Apr-00	14-Apr-00
715	Michael	Malosky	L	14-Apr-00	14-Apr-00
716	Stuart	Stough	R	21-Apr-00	21-Apr-00
717	Kenneth	Davenport	R	21-Apr-00	21-Apr-00
718	Edward	Kauffman	L	01-Jun-00	01-Jun-00
719	David	Varnier	L	01-Jun-00	01-Jun-00
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PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

"AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS"

2552 JEFFERSON STREET, HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT

JOHN L. FOGLE, II
SECRETARY TREASURER AND BUSINESS AGENT

BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGHART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

June 15, 2000

Rickey Bechtel
2072 Locust Lane
Hummelstown, PA 17036

Ref: Your Grievance 94530.

Dear Rickey:

Be advised, your above referenced grievance is scheduled to be presented at the Eastern Region Grievance Committee during the week of July 24th - 27th. You are welcome and invited to attend.

Whether or not you plan to attend the hearing, I must prepare a written brief to present to the grievance panel. Please contact me to schedule a date that you will be available to review your case and prepare a brief.

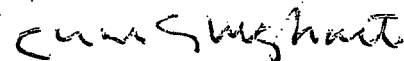
At this time, I'm available on the following dates:

June 21st - pm
June 22nd - pm
June 23rd - am
June 27th - all day

Please advise me as soon as possible at 233-8766. If I'm not available, please leave a message.

Enclosed is a copy of the seniority list you requested. I still have not found what would normally be considered a layoff list, but I did find a list that was submitted to the IBT by Carolina to comply with the WARN Act. If it's what you're looking for, you are welcome to a copy.

Sincerely,



Charles Shughart
Business Agent

EXHIBIT 18

Subj: **Brief**
Date: 07/16/2000 9:02:06 PM Pacific Daylight Time
From: Kjsny70
To: Hswrestlersdad

Gentlemen,

In review of the facts which were presented here I would like to summarize what we have discussed. First of all I have a paper from ABF stating that I declined work elsewhere and would remain laid off at Carlisle, Pa (hold up the paper). Second contractually I have recall rights for 5 years from date of lay off which was still in effect when I addressed this situation. I was made aware of this situation on February 18, 2000 and immediately proceeded to file this grievance. When the grievance was heard at the local level it was at that point that I was made aware that ABF had hired employees on the local side as far back as 1998 so then I proceeded to send a letter to Mr. Schugart and requested a copy of the April, 2000 seniority list from ABF freight at the Carlisle, Pa terminal. This is a copy of the seniority list (hold the list up). There is something else that is very important in rendering a decision on this case and that is this document (hold up the court case) which states that the United States court of appeals for the Fourth district heard this case involving this same situation on seniority where the ABF employees had filed against the Carolina Employees claiming the Employees from Carolina should not "DOVETAIL", however the Fourth district court argued the case on October 28, 1998 and rendered a decision on the case on December 29, 1999. It was docketed under the title of George, et al v Ron Carey. The judges who heard the case were Wilkinson, chief judge, and Luttig and Motz, circuit judges. These judges made the decision that the Carolina Employees will be DOVETAILED into their seniority positions.

In closing gentlemen I ask that you review all the facts present here and make a decision in favor of me the grievant and I be placed back to work on the local side at ABF Freight at Carlisle, Pa with my original seniority date of February 01, 1986 and for any money due me.

Thank You for your time.

EXHIBIT 19

PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

**CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL UNION NO. 776**

"AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS"

2552 JEFFERSON STREET, HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
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BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGHART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

November 8, 2000

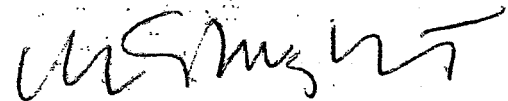
Rickey Bechtel
2072 Locust Lane
Hummelstown, PA 17036

Ref: Your Grievance 94530

Dear Rickey:

Your above referenced grievance was presented at the Change of Operations Committee on October 27, 2000. It was the decision of that Committee that your grievance be denied.

Sincerely,



Charles Shughart
Business Agent

EXHIBIT

Bechtel-28
Len 3-7-02

EXHIBIT 20

PHIL FERRANTE
VICE PRESIDENT
BRAD LINDSAY
RECORDING SECRETARY
HARVEY WHITE
TRUSTEE
MIKE HORD
TRUSTEE
THOMAS VINSON
TRUSTEE

CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 776

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BUSINESS AGENTS

CARLOS N. RAMOS, II
CHARLES SHUGHART
ROBERT J. SNYDER, JR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

December 28, 2000

Rickey Bechtel
2072 Locust Lane
Hummelstown, PA 17036

Ref: Grievance 94530

Dear Rickey:

In reply to your letter dated December 6, 2000, it is my understanding that the decision issued by the Change of Operations Committee is final. The grievance procedure does not provide for the appeal of a decision that is issued by a majority of the Committee members.

I have enclosed the papers presented by the Company at the hearing.

Please contact me if you have any questions.

Sincerely,



Charles Shughart
Business Agent

EXHIBIT

Bechtel-29

Box 3-7-02

ABF
EMPLOYER BRIEF

MRC COMMITTEE
CASE NO. ERJAC C-149-00
ABF CASE NO. 042-040-MR-00
LOCAL UNION 776 VS ABF (RICKEY BETCHEL)

The Union is claiming a violation of Article 5, Section 2 of the NMFA. They have not provided the Company with a date for this alleged violation.

I have attached a copy of the article in question. This article deals with "MERGERS OF COMPANIES-GENERAL". Specifically Section 2 © reads in part "IN THE APPLICATION OF THIS SECTION, WHEN TERMINALS OR OPERATIONS OF TWO OR MORE COMPANIES ARE COMBINED. AS REFERRED TO ABOVE. THE FOLLOWING GENERAL RULES SHALL BE APPLIED BY THE EMPLOYER AND LOCAL UNIONS".

In this case there was no merger of terminals in the Carlisle, PA area. Carolina had closed their terminal 5 months before the ABF, Carolina, Red Arrow, Change of Operations. This fact is not in dispute.

Attached is a copy of that Change decision (MR-CO-38-9/95). I would like to review Item #1A with the Committee. As you can see it is very specific about combining terminals and seniority lists affected by the Change. It further reads "EVERY FACILITY WHOSE WORK HAS BEEN MERGED WITH THE WORK OF ANOTHER FACILITY".

Also attached are copies of pages V and -2- of that Change. There is no reference to any Carolina facility in Carlisle, PA because none existed at the time of the Change.

On October 12, 1995 the Union sent the attached letter to all Carolina employees layed off when Carolina closed the Carlisle, PA terminal. This letter reviews the rights of these employees concerning the ABF, Carolina, Red Arrow Change decision. In the Change decision all employees from all three Companies were afforded Article 5, Section 5 rights, this included road,

city, mechanics and clerical employees. The former Carolina employees were not afforded Article 5, Section 2 rights.

There was no merger of terminals in Carlisle, PA, and Article 5, Section 2 has no application. We respectfully request the claim of the Union be denied.

Article 5 Section 1

ARTICLE 5.

Section 1. Seniority Rights

(a) The application of seniority which has been accrued herein shall be established in the Supplemental Agreements.

(b) Seniority shall be broken only by discharge, voluntary quit, retirement, or more than a five (5) - year layoff.

(c) This Section shall apply to all Supplemental Agreements.

Section 2. Mergers of Companies-General

(a) In the event the Employer is a party to a merger of lines, seniority of the employees who are affected thereby shall be determined by mutual agreement between the Employer and the Local Unions involved.

In the application of this Section, it is immaterial whether the transaction is called a merger, purchase, acquisition, sale, etc. Further, it is also immaterial whether the transaction involves merely the purchase of stock of one (1) corporation by another, with two (2) separate corporations continuing in existence.

(b) If such merger of companies results in the combination of terminals or over-the-road operations, a change of operations shall be submitted to the Co-Chairmen of the National Grievance Committee for assignment to an appropriate Change of Operations Committee established pursuant to Article 8, Section 6. The Change of Operations Committee shall retain jurisdiction for one (1) year after the effective date of the Committee decision and shall have the authority to amend its decision in the event of a substantial change in the amount of work to be performed at the terminals or over-the-road operations which were combined.

Combining of Terminals or Operations as a Result of Merger of Companies

(c) In the application of this Section, when terminals or operations of two (2) or more companies are combined, as referred to above, the following general rules shall be applied by the Employer and the Local Unions, which general rules are subject to modification pursuant to the provisions of Section 4 of this Article:

TITAN ELECTRONIC MAIL

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 PRINCIPAL OFFICER
 001 MSG NMBR 431

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THE PRINCIPAL OFFICERS OF THE FOLLOWING LOCAL UNIONS:

7, 20, 24, 26, 40, 41, 43, 50, 75, 89, 92, 100, 116, 120, 135,
 147, 160, 164, 200, 215, 236, 238, 245, 279, 299, 301, 325, 332,
 339, 346, 364, 371, 377, 406, 407, 413, 414, 460, 534, 544, 554, 563,
 574, 580, 600, 614, 627, 637, 651, 662, 673, 688, 695, 696, 697, 705,
 710, 722, 749, 795, 823, 833, 908, 916, & 957 OF THE CENTRAL REGION

22, 25, 28, 29, 30, 42, 59, 61, 71, 107, 110, 118, 170, 171,
 175, 182, 191, 229, 249, 251, 294, 312, 317, 340, 355, 375,
 384, 391, 397, 401, 404, 429, 430, 437, 443, 445, 449, 470,
 493, 500, 509, 529, 538, 557, 560, 592, 597, 633, 639, 649,
 653, 671, 676, 677, 687, 693, 701, 707, 764, 771, 773, 776,
 789, 822, & 992 OF THE EASTERN REGION

5, 79, 217, 270, 373, 385, 390, 402, 480, 512, 515, 519, 523,
 528, 549, 568, 577, 612, 657, 667, 728, 745, 878, 886, 891,
 920, 949, 988 & 991 OF THE SOUTHERN REGION

961 OF THE WESTERN REGION

ABF FREIGHT SYSTEM, INC. - MULTI-REGION CHANGE OF OPERATIONS
 DECISION IN CASE NO. MR-CO-38-9/95

SISTERS AND BROTHERS:

FOLLOWING IS THE DECISION RENDERED BY THE MULTI-REGION CHANGE OF
 TIONS COMMITTEE IN THE ABOVE REFERENCED CASE. UPON RECEIPT OF THIS
 ION PLEASE COPY AND DISTRIBUTE TO ALL ABF AND CAROLINA FREIGHT
 SITES FOR IMMEDIATE POSTING:

ULTI-REGION CHANGE OF OPERATIONS COMMITTEE ADOPTED A MOTION THAT
 MPANY'S PROPOSED CHANGE OF OPERATIONS BE APPROVED AS MODIFIED
 LARIFIED BY THE COMPANY ON THE RECORD WITH THE FOLLOWING PROVISOS:

THIS CHANGE OF OPERATIONS INVOLVES A TRANSACTION WITHIN THE
 MEANING OF ARTICLE 5, SECTION 2(A)-(C) OF THE NMFA:

- A. THE COMMITTEE DIRECTS THAT, IN ACCORDANCE WITH THE PROVISIONS
 OF ARTICLE 5, SECTION 2(A)-(C), ARTICLE 5, SECTION 3, AND
 ARTICLE 8, SECTION 6(G) OF THE NMFA, THE SENIORITY LISTS AT
 DOMICILES AND TERMINALS AFFECTED BY THIS CHANGE OF OPERATIONS
 SHALL BE GROUPED FOR DOVETAILING AS REFLECTED ON THE EXHIBITS
 CONTAINED IN THE PROPOSED CHANGE OF OPERATIONS, (AS CLARIFIED
 OR CORRECTED ON THE RECORD), AND AS PROVIDED IN ARTICLE 5,
 SECTION 2(C) OF THE NMFA. DOVETAILING APPLIES TO ALL
 BARGAINING UNIT EMPLOYEES AFFECTED BY COMBINING OR ELIMINATING

TITAN ELECTRONIC MAIL

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 2. 15.37 EST
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 1. LCL/TERM-ID TPI
 PRINCIPAL OFFICER
 3. 002 MSG NMBR 431

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ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW FACILITIES AND INCLUDES ALL MAINTENANCE AND OFFICE EMPLOYEES. EVERY FACILITY WHOSE WORK HAS BEEN MERGED WITH THE WORK OF ANOTHER FACILITY MUST BE GROUPED WITH THAT FACILITY. THIS PARAGRAPH DOES NOT APPLY TO LOCAL UNIONS 673, 705 AND 710 (DOCK AND OFFICE), WHICH ARE NOT SIGNATORY TO THE NMFA.

- B. DOVETAILING SHALL BE ACTIVE TO ACTIVE, INACTIVE TO INACTIVE, BY CLASSIFICATION. THOSE EMPLOYEES WHO WERE ON LETTER OF LAYOFF (OR THE EQUIVALENT THEREOF UNDER THOSE SUPPLEMENTS WHERE LETTERS OF LAYOFF ARE NOT UTILIZED) ON AUGUST 11, 1995, SHALL BE CONSIDERED AS INACTIVE FOR THE PURPOSES OF THIS DECISION, EVEN IF THEY HAVE BEEN USED FOR TEMPORARY WORK OR RECALLED PRIOR TO THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS. ANY EMPLOYEES LAID OFF AFTER AUGUST 11, 1995, BUT BEFORE THE EFFECTIVE DATE OF THE CHANGE OF OPERATIONS SHALL BE CONSIDERED TO BE ACTIVE AND SHALL RETAIN THEIR RESPECTIVE POSITIONS ON THE DOVETAILED ACTIVE LISTS. ANY EMPLOYEE ON LONG TERM DISABILITY SHALL BE CONSIDERED AS ACTIVE IF HIS SENIORITY DATE WOULD HAVE PUT HIM/HER ON THE ACTIVE LIST.
- C. A MASTER ACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE ACTIVE ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW AND WHO WERE LAID OFF AS A DIRECT RESULT OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS.

A MASTER INACTIVE/LAID OFF POOL SHALL BE CREATED AND SHALL CONSIST OF THOSE OVER-THE-ROAD DRIVERS WHO WERE IN LAYOFF STATUS ON AUGUST 11, 1995, AT EITHER ABF, CAROLINA OR RED ARROW, REGARDLESS OF WHY THEY WERE LAID OFF.

AFTER IMPLEMENTATION, ANY ADDITIONAL JOB OPENINGS AT A ROAD DOMICILE WHERE EMPLOYEES IN EITHER POOL ARE ON LAYOFF SHALL BE OFFERED IN LINE OF SENIORITY TO SUCH EMPLOYEES FROM THAT DOMICILE, FIRST TO EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEN TO EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

JOB OPENINGS AT ANY DOMICILE OTHER THAN WHERE EMPLOYEES ARE PRESENTLY LAID OFF SHALL BE OFFERED FIRST, DURING THE WINDOW PERIOD, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER ACTIVE/LAID OFF POOL AND THEN, IF NOT FILLED, IN LINE OF SENIORITY TO THOSE EMPLOYEES ON THE MASTER INACTIVE/LAID OFF POOL.

SUCCESSFUL BIDDERS SHALL RELINQUISH THEIR SENIORITY AT THEIR PRESENT ROAD DOMICILE UNDER THIS PROVISION AND SHALL BE DOVETAILED WITH THEIR CURRENT BIDDING SENIORITY DATE AT THE ROAD DOMICILE THEY BID. ALL OF THE PROVISIONS OF ARTICLE 8,

TITAN ELECTRONIC MAIL

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SECTION 6 SHALL APPLY TO SUCH TRANSFER.

ANY EMPLOYEE IN EITHER POOL WHO REFUSES THE OFFER OF A WORK OPPORTUNITY UNDER THIS PROVISION SHALL NOT BE OFFERED A SECOND OPPORTUNITY TO TRANSFER BUT SHALL REMAIN ON THE LIST ONLY FOR RECALL TO HIS PRESENT ROAD DOMICILE.

THE WINDOW PERIOD SHALL BE FOR ONE (1) YEAR. THE COMMITTEE SHALL RETAIN JURISDICTION TO EXTEND THE WINDOW PERIOD IF CIRCUMSTANCES WARRANT. AS STATED BY ABF ON THE RECORD, THE WINDOW PERIOD SHALL ALSO APPLY TO FULL LOCAL CARTAGE POSITIONS THAT BECOME AVAILABLE AT LOCATIONS WHERE INSUFFICIENT WORK FOR A FULL POSITION WAS ORIGINALLY TRANSFERRED AT THE TIME OF IMPLEMENTATION OF THIS DECISION. ONLY LOCAL CARTAGE EMPLOYEES FROM THE LOCATION FROM WHICH THE WORK WAS ORIGINALLY TRANSFERRED SHALL BE ELIGIBLE TO FILL SUCH POSITIONS. THE PROVISIONS OF ARTICLE 8, SECTION 6 SHALL APPLY.

PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS DECISION SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.

ANY REBIDDING SHALL BE HANDLED BY THE LOCAL UNION AND ABF.

SOUTHERN MODIFIED SENIORITY SHALL BE EXERCISED UPON IMPLEMENTATION OF THE CHANGE OF OPERATIONS.

AN EMPLOYEE REDOMICILING TO AN EASTERN REGION AREA DOMICILE POINT THAT MAINTAINS A SINGLE SENIORITY BOARD (I.E. COMBINATION ROAD AND LOCAL) SHALL REMAIN IN THAT JOB CLASSIFICATION WITH WHICH HE REDOMICILED FOR A PERIOD OF (1) ONE YEAR, UNLESS THE ANNUAL JOB BID AT THAT DOMICILE TAKES PLACE AT LEAST NINE (9) MONTHS AFTER REDOMICILE.

THE FOLLOWING PROVISIONS WILL APPLY TO ANY EMPLOYEE LAID-OFF AS A RESULT OF THIS CHANGE OF OPERATIONS AND TO ANY OTHER EMPLOYEE CURRENTLY LAID-OFF, AND TO ANY EMPLOYEE LAID OFF AFTER THIS CHANGE OF OPERATIONS, FOR THE LIFE OF THE 1994-1998 NMFA:

- A. ABF AGREES TO EXTEND THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO ANY BARGAINING UNIT EMPLOYEE. ABF ALSO AGREES TO EXTEND THE RIGHT TO TRANSFER UNDER ARTICLE 5, SECTION 5 OF THE NMFA TO ANY ABF LOCATION IN THE CENTRAL, EASTERN AND SOUTHERN REGIONS, AS OPPOSED TO WITHIN THE REGIONAL AREA. TRANSFERS SHALL BE OFFERED ON THE BASIS OF BIDDING SENIORITY, BY CLASSIFICATION. THE COMMITTEE APPROVES THESE EXTENSIONS OF THE PROVISIONS OF ARTICLE 5, SECTION 5. AND AGREES THAT SUCH EXTENSIONS ARE LIMITED SOLELY TO THIS CHANGE OF OPERATIONS AND HAVE NO PRECEDENTIAL EFFECT.

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B. PENSION AND HEALTH & WELFARE CONTRIBUTIONS PAID ON BEHALF OF AN EMPLOYEE TRANSFERRING UNDER THIS PARAGRAPH SHALL BE PAID TO THE FUNDS TO WHICH THE CONTRIBUTIONS WERE MADE PRIOR TO THE EMPLOYEE'S CHANGE OF DOMICILE.

3. QUALIFIED BIDDERS ON LONG TERM DISABILITY (LTD) AT THE TIME OF ANY BID SHALL BE ALLOWED TO BID. IF SUCCESSFUL LTD BIDDERS ARE UNABLE TO CLAIM THEIR BID ON THE DATE OF IMPLEMENTATION, A HOLD-DOWN BID WILL BE ALLOWED. THIS HOLD-DOWN BID WILL BE OFFERED TO THE REMAINING ACTIVE EMPLOYEES AT THE LTD'S CURRENT LOCATION AND CLASSIFICATION. THE SUCCESSFUL HOLD-DOWN BIDDER SHALL BE DOVETAILED. WHEN THE LTD RETURNS TO WORK AND CLAIMS HIS BID, THE "HOLD-DOWN" EMPLOYEE MAY EITHER REMAIN AT THE HOLD-DOWN LOCATION UNDER PROVISIONS OF ARTICLE 5, SECTION 5 WITH A BIDDING SENIORITY DATE CONSISTENT WITH THE DATE OF IMPLEMENTATION OF THIS CHANGE OF OPERATIONS OR RETURN TO HIS ORIGINAL LOCATION WITH HIS ORIGINAL BIDDING SENIORITY DATE. THE "HOLD-DOWN" EMPLOYEE MAY NOT RETURN TO A LOCATION WHERE THE CLASSIFICATION FROM WHICH HE BID HAS BEEN ELIMINATED.

ABF SHALL NOT BE RESPONSIBLE FOR THE MOVING EXPENSES OF THE EMPLOYEE FILLING THE HOLD DOWN BID UNLESS AND UNTIL SUCH TIME AS IT IS DETERMINED THAT THE EMPLOYEE ON LTD WILL NEVER BE ABLE TO CLAIM HIS BID AND THE HOLD-DOWN BIDDER BECOMES A REGULAR PERMANENT EMPLOYEE AT THE HOLD-DOWN LOCATION.

4. IN RESPONSE TO THE QUESTION RAISED BY LOCAL UNION 41 ON THE RECORD, THE COMMITTEE SPECIFICALLY FINDS THAT ARTICLE 43, SECTION 1 OF THE CENTRAL STATES OVER-THE-ROAD AND LOCAL CARTAGE SUPPLEMENTS SHALL APPLY IN DETERMINING THE RECALL RIGHTS OF LAID-OFF EMPLOYEES.
 5. INTERLINING SHALL BE HANDLED AS FOLLOWS:

- A. WHERE BOTH ABF AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING TO SERVICE AN AREA, ABF MAY CONTINUE TO INTERLINE.
- B. WHERE ABF IS PRESENTLY SERVICING AN AREA WITH ITS OWN EMPLOYEES AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE INTERLINING INTO THAT AREA, ABF SHALL CONTINUE TO SERVICE THE AREA WITH ITS OWN EMPLOYEES.
- C. WHERE ABF IS PRESENTLY INTERLINING TO SERVICE AN AREA, AND CAROLINA FREIGHT CARRIERS/RED ARROW ARE SERVICING THAT AREA WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA WITH ITS OWN EMPLOYEES.
- D. ABF AND THE LOCAL UNIONS SHALL MEET TO RESOLVE ANY DISPUTES ABOUT WHETHER INTERLINING IS JUSTIFIED IN THE SITUATIONS OUTLINED ABOVE. IF THE PARTIES FAIL TO RESOLVE THEIR DIFFERENCES, THE DISPUTE WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE. UNTIL THERE IS A FINAL DISPOSITION OF

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THE GRIEVANCE, INTERLINING SHALL CONTINUE IN SITUATIONS OUTLINED IN SUB-PARAGRAPH A, ABOVE, AND SHALL BE PROHIBITED IN SITUATIONS OUTLINED IN SUBPARAGRAPHS B AND C, ABOVE.

- E. WHERE ABF PROVIDED LOCAL CARTAGE SERVICE WITHIN A CITY WITH LOCAL CARTAGE/DRAYAGE SUBCONTRACTORS, AND CAROLINA FREIGHT CARRIERS/RED ARROW SERVICED THAT CITY WITH THEIR OWN EMPLOYEES, ABF SHALL SERVICE THE AREA SOLELY WITH ITS OWN EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE AREA CURRENTLY SERVICED BY LOCAL UNION 707.

THE COMMITTEE FINDS WITH REGARD TO THE CINCINNATI, FLORENCE, AND DAYTON TERMINALS, THE FOLLOWING SHALL APPLY:

THE CAROLINA, FLORENCE, AND CINCINNATI TERMINAL SENIORITY LISTS SHALL BE DOVETAILED IN ACCORDANCE WITH CURRENT BIDDING SENIORITY.

DURING THE WINDOW PERIOD, THE FIRST THIRTEEN (13) POSITIONS ADDED TO THE DAYTON SENIORITY LIST SHALL BE OFFERED IN LINE OF SENIORITY TO THE CINCINNATI TERMINAL SENIORITY LIST AND THE SUCCESSFUL BIDDERS SHALL BE DOVETAILED.

THE COMMITTEE FINDS THAT THE ABF INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/75 WAS BASED ON ABF'S PRESENT AND PROPOSED INTERMODAL OPERATIONS AT THE TIME OF THE INTERMODAL HEARING, WHICH OCCURRED BEFORE THE MERGER INVOLVED IN THIS CHANGE OF OPERATIONS. THEREFORE, THE COMMITTEE REFERS TO THE NATIONAL INTERMODAL COMMITTEE THE QUESTION OF WHETHER THE CHANGE OF OPERATIONS APPROVED BY THE COMMITTEE IN THIS DECISION AFFECTS THE TERMS OF THE INTERMODAL DECISION IN CASE NO. MR-ICO-1-6/95, AND IF SO, WHAT MODIFICATIONS SHOULD BE MADE.

AS LONG AS ANY DISPLACED ROAD DRIVER IS ON INVOLUNTARY LAYOFF STATUS AT DALLAS, TX, THE RESTRICTIONS OF ARTICLE 29, SECTION 1 OF THE NMFA (CLEAN AND DIRTY RULE) SHALL REPLACE THE RAILING AUTHORITY OF ARTICLE 29, SECTION 3 OF THE NMFA.

THE PROVISIONS OF ARTICLE 29, SECTION 1 SHALL APPLY TO ABF'S NEW CHICAGO ROAD DOMICILE.

THE COMMITTEE EXPRESSLY DISAPPROVES ABF'S PROPOSAL TO USE VENDORS TO PERFORM MAINTENANCE WORK WITH MAINTENANCE BARGAINING UNIT EMPLOYEES ON INVOLUNTARY LAYOFF STATUS. THE APPLICABLE COLLECTIVE BARGAINING AGREEMENT OPERATIVE AT THE TIME OF THE CHANGE OF OPERATIONS SHALL CONTINUE IN EFFECT, INCLUDING THE CONTRACT'S SUBCONTRACTING PROVISIONS.

ABF SHALL PROTECT THE CAROTRANS WORK OPPORTUNITY PRESENTLY PERFORMED BY CAROLINA AT JACKSONVILLE, MIAMI, AND HOUSTON WITH ABF BARGAINING UNIT EMPLOYEES.

AS LONG AS ANY DISPLACED OVER-THE-ROAD DRIVER IS ON INVOLUNTARY

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LAYOFF STATUS AS A RESULT OF THIS CHANGE OF OPERATIONS, THE COMPANY, ONLY TO THE EXTENT ALLOWED BY AN APPLICABLE SUPPLEMENTAL AGREEMENT, MAY USE CITY DRIVERS TO RUN THE ROAD, BUT ONLY AT ESTABLISHED ROAD DOMICILES. THIS PRACTICE SHALL NOT VIOLATE THE ESTABLISHED ORDER OF CALL AT THE APPLICABLE ROAD DOMICILE.

6. EMPLOYEES WHO HAVE BEEN DISCHARGED, AND WHOSE DISCHARGE IS PENDING ADJUDICATION UNDER THE GRIEVANCE PROCEDURE, SHALL BE OFFERED THE OPPORTUNITY TO BID.
7. UNION AND NON-UNION OFFICE EMPLOYEES SHALL BE DOVETAILED AS SET OUT IN PARAGRAPH 1 OF THIS DECISION. THE UNION EMPLOYEES SHALL CONTINUE TO BE COVERED BY ALL PROVISIONS OF THEIR RESPECTIVE COLLECTIVE BARGAINING AGREEMENTS, INCLUDING BUT NOT LIMITED TO, WAGES AND BENEFITS. IN ANY CASE WHERE A FUND WILL NOT ACCEPT CONTRIBUTIONS FROM ABF FOR UNION EMPLOYEES, THE COMMITTEE WILL DETERMINE THE STEPS NECESSARY TO ASSURE THAT ABF PROVIDES BENEFITS EQUIVALENT TO THOSE PROVIDED TO SUCH EMPLOYEES BEFORE TRANSFER.
8. DOCK EMPLOYEES WHO ARE ADVERSELY AFFECTED BY THIS CHANGE OF OPERATIONS AND MUST BE CDL QUALIFIED IN ORDER TO TRANSFER AND ELECT TO BID, SHALL BE PROVIDED A 60-DAY PERIOD, COMMENCING SEPTEMBER 19, 1995, DURING WHICH PERIOD SUCH EMPLOYEES WILL EITHER BECOME CDL QUALIFIED OR FORFEIT ANY RIGHTS TO FILL THE BID UNDER THIS DECISION. DURING THIS PERIOD, ABF IS INSTRUCTED TO PROVIDE ADEQUATE EQUIPMENT AND TRAINING PERSONNEL TO COMPLY WITH THIS PARAGRAPH.
9. AS A RESULT OF LOCAL 25'S HAVING ATTAINED BARGAINING UNIT JURISDICTION AT THE BURLINGTON, MASSACHUSETTS FACILITY, WHICH RESULTS IN TWO FACILITIES BEING UNDER LOCAL UNION 25'S JURISDICTION, THE PROVISIONS OF ARTICLE 43, SECTION 1(A) OF THE CURRENT NEW ENGLAND SUPPLEMENTAL FREIGHT AGREEMENT SHALL APPLY.
10. THE COMMITTEE DIRECTS ABF TO GIVE THE LOCAL UNIONS FULL DETAILS CONCERNING ANY 401(K) PLAN COVERING CAROLINA FREIGHT CARRIERS OR RED ARROW EMPLOYEES AND TO KEEP IN EFFECT ANY SUCH PLAN, UNTIL ABF ESTABLISHES AN EQUIVALENT PLAN. THE COMMITTEE ALSO DIRECTS ABF TO PROVIDE THE LOCAL UNIONS FULL DETAILS REGARDING THE PRIOR PENSION PLAN FOR RED ARROW EMPLOYEES.
11. THE REQUEST OF LOCAL UNION 200 TO ALLOW A MEMBER TO EXERCISE COMPANY SENIORITY IS DENIED.
12. THE ISSUE RAISED BY LOCAL UNION 61 REGARDING THE APPLICABLE PEDDLE RADIUS FOR CITY DRIVERS (50 OR 75 MILES) IS REFERRED TO THE PARTIES FOR RESOLUTION. ANY DIFFERENCES WILL BE RESOLVED THROUGH THE GRIEVANCE PROCEDURE.
13. ABF'S REQUEST FOR A TRIAL PERIOD TO DETERMINE FREIGHT FLOW FOR BIDDING PURPOSES IS REFERRED BACK TO THE LOCAL UNIONS AND ABF

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FOR RESOLUTION, WITH BIDS TO BE POSTED WITHIN 60 DAYS OF IMPLEMENTATION, OR SOONER WHEREVER POSSIBLE.

THE COMMITTEE FINDS THAT THERE ARE NO CIRCUMSTANCES THAT WOULD ALLOW ANY EMPLOYEE WHO HAD RELOCATED UNDER A PREVIOUS CHANGE OF OPERATIONS DECISION OR UNDER THE PROVISIONS OF ARTICLE 5, SECTION 5 OF THE NMFA TO RETREAT TO THE EMPLOYEE'S FORMER TERMINAL/DOMICILE. ACCORDINGLY, THE REQUESTS BY THE VARIOUS LOCAL UNIONS TO ALLOW EMPLOYEES TO RETREAT ARE SPECIFICALLY DENIED.

THIS CHANGE OF OPERATIONS MAY BE IMPLEMENTED NO SOONER THAN SEPTEMBER 25, 1995.

THIS MULTI-REGION CHANGE OF OPERATIONS COMMITTEE SHALL RETAIN JURISDICTION ON ALL ISSUES THAT MAY ARISE UNDER THIS DECISION DURING THE TERM OF THE CONTRACT. ALL GRIEVANCES SHALL BE FILED WITH THE APPROPRIATE REGIONAL JOINT AREA COMMITTEE, TO BE HEARD BY THE MULTI-REGION CHANGE OF OPERATIONS COMMITTEE.

PLEASE SEND ACKNOWLEDGMENT OF THIS MESSAGE BY TITAN (TITAN TERMINAL
 RESS: IUFD: OR FREIGHT DIVISION, CWC/OC470/EE).

TERNALLY,

NIS C. SKELTON, DIRECTOR
 IONAL FREIGHT DIVISION

- RON CAREY, CHAIRMAN, TNFINC
- CHUCK PISCITELLO, ASSISTANT DIRECTOR, NATIONAL FREIGHT DIVISION
- FRANK BUSALACCHI, ACTING REGIONAL FREIGHT COORDINATOR
 CENTRAL REGION OF TEAMSTERS, C/O TEAMSTERS LOCAL UNION NO. 200
- DANIEL W. SCHMIDT, REPRESENTATIVE, EASTERN REGION OF TEAMSTERS
- FRANK HOPKINS, REGIONAL FREIGHT DIVISION COORDINATOR,
 SOUTHERN REGION OF TEAMSTERS, C/O ANNIE HOPKINS, SECRETARY, LOCAL
 UNION NO. 519
- JIM ROBERTS, REGIONAL FREIGHT DIVISION COORDINATOR
 WESTERN REGION OF TEAMSTERS
- BOB KNOX, THE GENERAL PRESIDENT'S PERSONAL REPRESENTATIVE
 CENTRAL REGION OF TEAMSTERS
- JAMES A. MCCALL, IBT LEGAL DEPT.
- RICK BANK, SPECIAL COUNSEL TO THE GENERAL PRESIDENT

PROPOSED SENIORITY APPLICATION

The following proposal is based on the general principle that employees who are dovetailed on the date of implementation are those who are bringing work load to follow, so that the list into which they dovetail should not be adversely affected based on the current economic levels.

At common terminal points for local cartage operations, the company will ascertain the work load that ABF can reasonably expect to retain at the time of combining employees. ABF will prepare a Master Active List of its employees and will then prepare a Master Active List of the Carolina employees and the Red Arrow employees, and all three lists will be based on the date this change is implemented. The Company will then offer job opportunity at ABF in numbers equivalent to the work load coming to ABF, by seniority, to the applicable Carolina or Red Arrow Master Active List and they shall be dovetailed into the ABF Master Active List. Those employees on the Carolina or Red Arrow Master Active List who are not offered job opportunity due to insufficient work load to transfer shall remain on such Master Active Seniority List and shall be offered work opportunity as it arises and when permanent job opportunity arises they shall be recalled and dovetailed.

The Company will also establish a Master Inactive List comprised of all employees on lay-off at ABF and Carolina or ABF and Red Arrow on the date this change is implemented. After the Master Active List set forth above has been exhausted, all future job opportunities shall be offered, in line of seniority, to the employees on the Master Inactive List and, upon proper recall, they shall be dovetailed into the Master Active List.

At all other ABF locations which involve Carolina or Red Arrow employees, the same general principle shall apply, i.e., only the number of Carolina or Red Arrow employees equivalent to actual work load transferred will be offered to the Carolina or Red Arrow Master Active List on the first day of the combined operations.

The same principle as outlined above shall apply to combining over-the-road seniority lists, office and/or maintenance groups, where appropriate, as well as to transfer opportunity involving any of those respective classifications.

Therefore, as a general rule:

Where only one (1) of the three (3) companies has a terminal location, the employees at that location will remain as they are. (See Exhibit "A" in the section on local cartage operations.)

Where there are dual facilities in any one location or area, the aforementioned seniority application will prevail. (See Exhibit "B" in the section on local cartage operations.)

Where there are apparent exceptions to the general rule, these will be resolved in Exhibit "C" in the section on local cartage operations.

8/24/95

Exhibit "A"
Employee Analysis (Single)
Local Cartage

Terminal		ABF Freight			Carolina/Red Arrow			Empl.
		Active	L/O	Total	Active	L/O	Total	Rmmts.
ABILENE	TX	2	0	2				2
AKRON	OH	19 1/8	0	19 1/8				19 1/8
ALEXANDRIA	LA	3	0	3				3
AMARILLO	TX	5	0	5				5
ASHTABULA	OH	3	1	4				4
BEAUMONT	TX	5	0	5				5
BENTON HARBOR	MI	3	0	3				3
BILOXI	MS	4	0	4				4
BINGHAMPTON	NY	7	0	7				7
BOWLING GREEN	KY	3	0	3				3
BROOKLYN PARK	MN	13	0	13				13
BROWNSVILLE	TX	4	0	4				4
BRYAN	OH	3	0	3				3
BUTLER	PA	4	0	4				4
CARLEISLE	MT	2	0	2				2
CAMP HILL	PA	96	0	96				62
CANTON	OH	11	2	13	4	0	4	12 - 57 B
CAPE GIRARDEAU	MO	86	0-3	8				85
* CARLISLE	PA	328	0	328				296
CARLLS CORNER	NJ	1	0	1				1
CEDAR RAPIDS	IA	8	0	8				8
CHAMPAIGN	IL	4	0	4				4
CHARLESTON	SC	5	0	5				5
CHESTER	PA	21	0	21				21
COLUMBUS	NE	2	0	2				2
CORPUS CHRISTI	TX	2	0	2				2
DAYTON	OH	227	0	227				227
DECATUR	IL				4	2	6	0
DUBOIS	PA	4	0	4				4
DULUTH	MN	2	0	2				2
EAGAN	MN	20	0	20				20
EAU CLAIRE	WI	3	0	3				3
EFFINGHAM	IL	2	0	2				2
EL DORADO	AR	3	0	3				3
EL PASO	TX	15	0	15				15
ELGIN	IL	11	0	11				10 11
ELMIRA	NY	5	0	5				5
FAIRFIELD	IA	3	1	4				3
FAIRMONT	WV	4	0	4				4
FARGO	ND	3	0	3				3
FAYETTEVILLE	AR	8	0	8				8
FEDERALSBURG	MD	5	0	5	5	0	5	5 - 57 B
FLORENCE	KY				5	0	5	0
FT. SMITH	AR	11	0	11				11
GRAND ISLAND	NE	4	0	4				4

MAS VINSON
E PRESIDENT
W.C. REILEY
ORDING SECRETARY
VIN HARRIS
STE
TY L. KING
STE
NETTE WATERS
STE

LOCAL UNION NO. 110

AFFILIATED WITH THE

International Brotherhood of Teamsters
2552 JEFFERSON STREET
HARRISBURG, PA 17110-2505

THOMAS B. GRIFFITH
PRESIDENT AND BUSINESS AGENT

DALE H. CRUM
SECRETARY TREASURER AND BUSINESS AGENT

BUSINESS AGENTS

JOHN L. FOGLE
CARLOS N. RAMOS, II
CHARLES SHUGHART
GEORGE F. SMART, SR.
RUSSELL A. STEPP
DANIEL A. VIRTUE

October 12, 1995

Dear Carolina Employee:

This letter is important. Please take the time to read it.

Surely you're aware that ABF and Carolina Freight recently merged their operations. Because of that merger, a change of operations was held on September 14/15, 1995.

As a result of the decision from the change of operations committee, the Carolina employees who are laid off at Carlisle, Pa will have certain rights to future work opportunities with ABF. Article 5, Section 5 of the NMEFA addresses those rights. Those work opportunities will be offered to laid off Carolina employees in seniority order. However, it is necessary that you notify ABF in writing of your desire to be offered available work.

Enclosed is a form letter and an envelope. If you desire to be offered available work, you must complete the letter and mail it to ABF as soon as possible. If you desire, you may also draft your own letter instead of using the form letter. It is your choice to send the letter via regular mail or certified mail. In either case, I suggest that you keep a copy of the letter as your file copy.

You should mail the letter to ABF today. On October 16, 1995, the Company will begin compiling the list of employees who desire available work.

If you have any questions, please feel welcome to contact us.

Sincerely,

Charles Shughart
Business Agent

BOIK NORMAN T
 (last) (first) (m.i.)
710 CHARLES RD
 street / P.O. Box
DAPHIN PA 17012
 (city) (state) (zip)
717-921-8505 106-32-7194
 (home phone) (social security #)
10/19/95
 (date)

Steve Walters, Terminal Manager
 ABF Freight Systems
 P.O. Box 1925
 New Kingstown, Pa 17072

Ref: Employment opportunities under Article 5, Section 5 of the NMFA

Dear Mr. Walters:

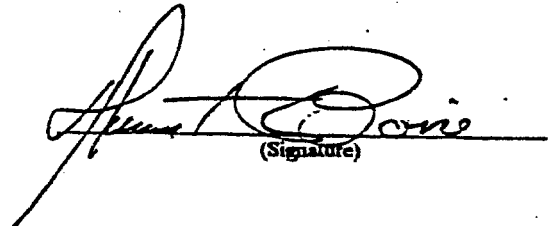
I am interested in available work opportunities that become available at ABF.

I am interested in available work at the below areas: (Mark only one block).

- ☒ Carlisle/Camp Hill, Pa only
☐ All terminals in ABF's system

I am a qualified:
 ☒ Road Driver
☐ Jockey
☐ Dockworker

Sincerely,


 (Signature)

(Mail to ABF at above address.)

2776

EASTERN REGION JOINT AREA COMMITTEE

established in accordance with the terms and conditions of the National Master Freight Agreement and the CENT. PA Supplemental Agreement, entered into by and between the Local Union and carriers engaged in any Pickup and Delivery and/or Over-the-Road Freight Operations.

DOCKET NO. C-149-00

THE MATTER OF THE DISPUTE BETWEEN

AMSTERS LOCAL NO. 776
ARRISBURG, PA

SUBMISSION FORM

and

BF FREIGHT SYSTEM, INC.

the undersigned, parties to the National Master Freight Agreement and the CENT. PA Supplemental Agreement, hereby agree to submit the dispute to arbitration under the Rules of Procedure prescribed by the Eastern Region Joint Area Committee, by virtue of its authority, as set forth in Article 43 and of the CENT. PA Supplemental Agreement, the following:

On behalf of Rickey Bechtel, Union alleges violation of Article 5; requesting grievant be returned to proper seniority with all lost wages, benefits.

The undersigned further agree that a majority decision of the Eastern Region Joint Area Committee in the above dispute will be final, conclusive and binding with no appeal and, further, that neither party will tempt through any overt acts, to void the decision rendered.

The undersigned also agree that failure to comply with the decision of a majority of the Committee within ten (10) days of the date of the decision will result in the loss of all contract rights, privileges and benefits as set forth in Article 43 of the CENT. PA Supplemental Agreement.

Date July 25, 2000

Employer ABF FREIGHT SYSTEM, INC.

Local Union 776

Signed by Steven J. Froias, Labor Rels.

Signed by Charles Shughart, B. A.

DECISION

The Panel, in executive session, motion made, seconded and carried that this case is referred to the National Multi-Region Change of Operations Violations Committee. Cost split.

R. L. SCHAEFFER
Employer Co-Secretary

NICHOLAS PICARELLO
Union Co-Secretary

JULY 25, 2000
Date

JULY 25, 2000
Date

Gentlemen,

In review of the facts, which were presented here, I would like to summarize what we have discussed. First of all, I have a paper from ABF stating that I declined work elsewhere and would remain laid off at Carlisle, PA ~~Freight at Carlisle, PA~~. Second, contractually, I have recall rights for 5 years from date of lay off which was still in effect when I addressed this situation. I was made aware of this situation on February 18, 2000 and immediately proceeded to file this grievance. When the grievance was heard at the local level, it was at that point that I was made aware that ABF had hired employees on the local side as far back as 1998 so then I proceeded to send a letter to Mr. Schugart and requested a copy of the April, 2000 seniority list from ABF Freight at the Carlisle, Pa terminal. ~~This is a copy of the seniority list from the terminal.~~ There is something else that is very important in rendering a decision on this case and that is this document ~~the court case~~ which states that the United States court of appeals for the Fourth District heard this case involving this same situation on seniority where the ABF employees had filed against the Carolina Employees claiming the employees from Carolina should not "DOVETAIL", however the Fourth District Court argued the case on October 28, 1998 and rendered a decision on the case on December 29, 1999. It was docketed under the title of George, et al v Ron Carey. The judges who heard the case were Wilkinson, Chief Judge, and Luttig and Motz, Circuit Judges. These judges made the decision that the Carolina Employees will be DOVETAILED into their seniority positions.

In closing, gentlemen, I ask that you review all the facts present here and make a decision in favor of me the grievant and I be placed back to work on the local side at ABF Freight at Carlisle, PA with my original seniority date of February 01, 1986 and for any money due me.

Thank you for your time.

~~Copy of the Seniority List~~

~~Seniority List~~

~~Court Case Document 5~~

RICKEY A BECHTEL
2072 LOCUST LANE
HUMMELSTOWN PA 17036

Earnings Statement

CAROLINA FREIGHT CARRIERS CORPORATION
1201 EAST CHURCH STREET
CHERRYVILLE, NC 28021-0697

Period End 05/27/95 Pay Date 06/08/95 Check Number 9149533

Social Security Number 179-52-1833
Taxable Marital Status: S
Number of Exemptions: 0
Federal S State S Local S Location CF1039

Earnings	Rate	Hours	This Period	Year to Date
ADV VACATIO	17.7200	135.00	2,392.20	2,392.20
BIRTHDAY				139.36
CHRSTMAS DA				278.72
JURY DUTY				696.80
NEW YEAR DA				139.36
PERSONAL DA	17.7200	24.00	425.28	425.28
WORK				7,525.44

Deductions	This Period	Year to Date
CARLISLE	28.17	115.96
FIT	516.40	2,168.51
MEDCARE	40.85	168.16
OASDI	174.68	719.02
SDI42	3.10	12.76
SIT42	78.88	324.69
CARL. TAX		10.00
NATIONAL DR	1.00	15.00
UNION DUES		144.00

Totals	Gross Pay	Taxable Wages	Taxes	Deductions	Net Pay
This Period	\$2,817.48	\$2,817.48	\$842.08	\$1.00	\$1,974.40
Year to Date	\$11,597.16	\$11,597.16	\$3,509.10	\$169.00	\$7,919.06

CF1039
RICKEY A BECHTEL
2072 LOCUST LANE
HUMMELSTOWN PA 17036

TEAMSTERS LOCAL 776

VS

ABF FREIGHT SYSTEMS

Grievance 94532
(Thomas Schildt)

Gentlemen of the Committee:

Grievance number 94532 reads as follows:

I am filing this grievance due to the fact that I am a laid off ABF employee at Carlisle, PA (see attached letter marked Exhibit A). It has come to my attention that ABF is hiring at the Carlisle, PA terminal and I am filing this because I have not been contacted for any available work opportunities. Under the National Master Freight Agreement that was in effect in 1995 when I was laid off, Article # 5, Section # 2 states that "If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall, such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes". (Exhibit 1)

Note: The grievant amended the grievance by letter dated April 10, 2000 to include a claim for "all monies due" (Exhibit 2).

The grievant was a full-time dock employee with Carolina Freight at the Carlisle, Pennsylvania breakbulk terminal. His seniority date was January 11, 1988. In May, 1995, Carolina Freight Carriers terminated their breakbulk operations at the Carlisle, Pennsylvania terminal. All remaining employees not previously laid-off were placed on layoff status.

On July 10, 1995, it was announced that ABF Freight Carriers, Inc would acquire Carolina Freight Carriers and Red Arrow Freight Lines. On September 14 and 15, 1995, the issues concerning the change of operations were presented at a meeting held in Chicago. At the change of operations, Local 776 addressed concerns about the previously laid off employees at the Carolina terminal at Carlisle (Exhibit 3).

Mr. Schildt has filed this grievance, claiming that ABF is violating the term of Article 5, Section 2 (of the 94 - 98 NMFA). That language reads as follows:

In addition, the inactive seniority rosters (employees who are on letter of layoff) shall be similarly "dovetailed" by appropriate classification. If additional employees are required after the active list is exhausted, they shall be recalled from such inactive seniority roster and after recall such employees shall be "dovetailed" into the active seniority roster with their continuous classification (road or city) seniority dates they are currently exercising which shall then be exercised for all purposes. Seniority rosters previously combining job classifications shall be continued unless otherwise agreed.

Obviously, Mr. Schildt was on a letter of layoff from Carolina Freight at the time the ABF merger / acquisition took place. When that occurred, it would seem that ABF assumed the debts, liabilities and contractual obligations previously held by Carolina Freight. One aspect of those contractual obligations is the recall rights of Carolina employees who were previously placed in layoff status by Carolina. As such, Mr. Schildt should be entitled to recall rights under Article 5, Section 2.

Should there be any question that Mr. Schildt was on layoff from ABF, the attached letter (Exhibit 4) clearly indicates his layoff status. It reads in part:

*This letter is to confirm that you elected to decline the job offer and to remain in **layoff** status at Carlisle, PA*

Attached is a copy of a seniority list from the ABF at Carlisle, Pennsylvania (Exhibit 5). As can be determined from the list, ABF has hired 84 employees who have a seniority date of April, 1999 or later. Approximately 30 of those individuals work in the dock / local classification.

In view of the clear and undisputable facts related to this grievance, we respectfully request that the Committee uphold the claim of the grievant.

Respectfully Submitted

Charles Shughart
Business Agent

EXHIBIT
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THOMAS M SCHILDT
5486 BEAGLE ROAD
ELIZABETHTOWN PA 17022

Earnings Statement

Period End 03/18/95 Pay Date 03/30/95 Check Number 9085846

CAROLINA FREIGHT CARRIERS CORPORATION
1201 EAST CHURCH STREET
CHERRYVILLE, NC 28021-0697

Social Security Number 209-50-8838 Taxable Marital Status: M M M Location CF1039
Number of Exemptions: 3 3 3

Earnings	Rate	Hours	This Period	Year to Date
BIRTHDAY				139.36
CHRSTMAS DA				278.72
NEW YEAR DA				139.36
SICK				278.72
WORK	17.4200	7.00	121.94	4,442.10

Deductions	This Period	Year to Date
CARLISLE	1.22	52.79
FIT		452.66
MEDCARE	1.76	76.53
OASDI	7.56	327.25
SDI42	0.14	5.81
SIT42	3.41	147.78
CARL TAX		10.00
NATIONAL DR	1.00	9.00
UNION DUES		72.00

Totals	Gross Pay	Taxable Wages	Taxes	Deductions	Net Pay
This Period	\$121.94	\$121.94	\$14.09	\$1.00	\$106.85
Year to Date	\$5,278.26	\$5,278.26	\$1,062.82	\$91.00	\$4,124.44

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